

**AGENDA**  
**REGULAR CITY OF TILLAMOOK COUNCIL MEETING**  
**~ MONDAY, AUGUST 15, 2011 AT 7:00 P.M. ~**  
**TILLAMOOK CITY HALL, 210 LAUREL AVENUE**  
**[www.tillamookor.gov](http://www.tillamookor.gov)**

**6:30 P.M. EXECUTIVE SESSION** – Property Negotiations

**7:00 P.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**MINUTES:** August 1, 2011

**PROCLAMATIONS:** None

**PRESENTATIONS/UPDATES/REQUESTS:**

1. Oath of Office for Police Officer Aaron Miller

**PUBLIC HEARINGS:**

1. OLCC Ownership Change – Patrice Galles, Carson Tillamook #1 - **ACTION ITEM**

**CITIZENS HEARING/AUDIENCE COMMENTS** – Non Agenda Items

(This is the time reserved for citizens to address the Council on matters related to city government and properly the object of Council consideration. Time is limited to five (5) minutes for each speaker, unless the Council decides prior to the citizen hearings period to allocate more or less time. The purpose of the citizen hearings period is to provide citizens an opportunity to be heard by the council, primarily on issues not on the agenda).

**PENDING BUSINESS:** None

**NEW BUSINESS:**

1. Tillamook Urban Renewal Agency 1<sup>st</sup> Street Parking Lot Proposal
2. PERS Request – Bernadette Sorensen, City Recorder
3. City Attorney Contract Recommendation – Paul Wyntergreen, City Manager
4. Codification Proposals – Paul Wyntergreen, City Manager

**LEGISLATIVE:**

1. Resolution: Codification
2. Resolution: IFA Grant and Loan
3. Ordinance: Update of Planning Commission Bylaws – David Mattison, City Planner

**COUNCIL CONCERNS** – Non-Agenda Items

**MONTHLY REPORTS:**

1. City Recorder
2. City Manager
3. Mayor

**COMMITTEE REPORTS:**

1. Personnel Committee
2. Urban Renewal Agency

**STAFF COMMUNICATIONS/CORRESPONDENCE/DISCUSSION**

1. Memo: Inventory of Vacant Houses

**AUTHORIZATION TO PAY BILLS****ADJOURNMENT**

**THIS IS A PUBLIC MEETING PER ORS CHAPTER 192. THE CITY COUNCIL RESERVES THE RIGHT TO CALL AN EXECUTIVE SESSION PER ORS 192.660. CITY HALL IS HANDICAP ACCESSIBLE. PLEASE CONTACT THE OFFICE OF THE CITY MANAGER SHOULD SPECIAL ACCOMMODATIONS BE REQUIRED. CITIZENS WITH VISUAL OR MANUAL IMPAIRMENTS MAY CONTACT THE OREGON RELAY SERVICE BY PHONING 1-800-648-3458 (TDD) OR 1-800-848-4442 (VOICE). THE CITY OF TILLAMOOK IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.**

**City Meetings coming up in August & September 2011 at City Hall:**

1. City Council: Tuesday, September 6, 2011 @ 7:00 p.m. and Monday, September 19, 2011
2. Tillamook Urban Renewal Agency (TURA): August 24, 2011 @ 5:30 p.m. and September 7 & 21, 2011
3. Tillamook Planning Commission: September 1 & 15, 2011 @ 7 p.m.

**POSTED: August 12, 2011**

City Hall \* Tillamook County Courthouse \* Tillamook Fire District \* Tillamook County Library

**TILLAMOOK CITY COUNCIL MEETING  
MONDAY, AUGUST 1, 2011  
CITY HALL, 210 LAUREL AVENUE**

**COUNCIL EXECUTIVE SESSION:** 6:30 P.M. ORS 192.660 (2)(e) Real Property Transactions.

**CALL TO ORDER/FLAG SALUTE:**

**Mayor Weber** called the regular City Council meeting to order at 7:00 P.M. and led the Pledge of Allegiance.

**ROLL CALL:**

**Those present for roll call:**

Mayor Suzanne Weber  
Councilor Joe Martin  
Councilor Cheryl Davy  
Councilor Steven Forster  
Councilor John Sandusky  
Councilor Doug Henson

**Absent:**

Councilor Matt Harris (Excused)

**Staff Present:**

Paul Wyntergreen, City Manager  
Terry Wright, Chief of Police  
Bernadette Sorensen, City Recorder

**AGENDA:**

The posted agenda for the meeting of August 1, 2011 is attached and by this reference is made a part of the record.

**ADDITIONAL INFORMATION PROVIDED TO MEMBERS AFTER PACKET ISSUED:**

1. Schmidt property DEQ Soil and Groundwater testing update. **(Exhibit A)**
2. Annexation request for Bi-Mart. **(Exhibit B)**
3. Alley Vacation request memo from Planner David Mattison. **(Exhibit C)**
4. Stormwater Master Plan update – award of IFA loan and grant. **(Exhibit D)**

**MINUTES:**

Council minutes were not available.

**PROCLAMATION:        TILLAMOOK DAY AT THE COUNTY FAIR**

**Mayor Weber** read the proclamation designating Friday, August 12, 2011 as “Tillamook Day” at the Tillamook County Fair. She encouraged all citizens to attend this wonderful event.

**PRESENTATIONS:**

- 1) **Leslie Gatlin-Smith**, Fred Meyer Manager, was introduced by Chief Terry Wright. She presented the Tillamook Cadets Program with a check for \$500. Chief Wright thanked her and presented her with a complimentary T-shirt.
- 2) **Chief Wright and Sheriff Todd Anderson** both spoke to the partnership between the two agencies in dealing with a recent high-speed pursuit that ended with a suspect taken into custody. Honored for their outstanding performance and receiving a Certificate of Merit were Tillamook Police Department Corporal Erica Bomar, Detective Paul Fournier and Deputy Dean Burdick from the Sheriff's Department.
- 3) **Chief Wright** presented the Tillamook County Search and Rescue team a check for \$350 towards their program from the Pancake Breakfast proceeds.

#### **SCHMIDT PROPERTY UPDATE – Rebecca Wells-Albers**

**Rebecca Wells-Albers, Northwest Region Brownfields Coordinator, Department of Environmental Quality** told the Council that DEQ is overseeing environmental tests on and near the property to determine if there is contamination in the groundwater and soil. Samples have been taken to analyze. So far there does not seem to be any adverse affects to human or wildlife. There is an elevated level of metals in the ground water that toxicologists will be checking in the next few weeks. A complete report is forthcoming and will identify if the property needs more investigation and potential environmental cleanup, or if no further action is required. Wells-Albers thanked several staff members and the owners representatives. She also volunteered to assist the City with redevelopment of the property. EPA is excited about this type of project and could help with grants. Council also mentioned that Tillamook Urban Renewal Agency contributed funding for initial soil testing on the site. Mayor Weber thanked Wells-Albers and said she would be hearing from the City in the near future.

#### **PUBLIC HEARINGS:**

No public hearings were scheduled. **City Manager Wyntergreen** asked to schedule two public hearings for future meetings. An annexation hearing for Bi Mart (Exhibit B) was scheduled for September 19, 2011. A public hearing for an alley vacation (Exhibit C) was scheduled for September 6, 2011.

**CITIZENS HEARING:**     **None.**

#### **NEW BUSINESS:**

1. **Ivy Street Closure – Wyntergreen** told the Council that the City had received a written request (copy in packets) from Shannon Ayers, 1816 10<sup>th</sup> Street, to close off traffic on Ivy, between 9<sup>th</sup> & 10<sup>th</sup> Street for a neighborhood block party on Sunday, August 28<sup>th</sup> between 3 – 5 P.M. **Councilor Sandusky moved approval of the request. Councilor Henson seconded the motion.** Under discussion **Councilor Forster** asked if alcohol was being served and the liability to the City. **Chief Wright** stated they would not be allowed to serve alcohol. **There being no further discussion the motion passed unanimously by Council seated.**
2. **Tillamook Revitalization Association Proposed Plan – Councilor Henson**, speaking on behalf of the Tillamook Revitalization Association, asked for a one-month extension for the TRA Plan to come before the Council. **Councilor Forster moved for the extension to have this agenda item brought before the Council at their September 19, 2011 regular City Council meeting. Councilor Martin seconded the motion. Motion carried unanimously by Council seated.**
3. **Succession Plan for City Recorder – Wyntergreen** said that a proposed advertisement and job descriptions for the City Recorder/Treasurer and Human Resources Director were included in packet. He would like to merge the two job descriptions into one. Sorensen concurred. Advertisement would be placed in the League of Oregon Cities Local Focus September publication as well as the local Headlight-Herald and related organizational publications. The plan would be to conduct interviews in early October with a possible start date in November. **Councilor Sandusky** said that the Personnel Committee had met and reviewed the advertisement and recommended that Council approve it. **The advertisement and merging of the job descriptions were approved via consensus by Council seated.**

4. **Initiation of amendments to City/County Urban Growth Management Agreement and City Comprehensive Plan – Wyntergreen** briefed Council on their need to initiate amendments to the City/County Urban Growth Management Agreement (UGMA), subject to the County's mutual consent. This has to do with providing services, primarily sewer service to the Port. Several issues have been identified in our land use documents that need to be clarified or changed to allow for that action to occur. He has met with Chris Chiola from the County who will be presenting a similar proposal to his board on Wednesday. There is an opportunity for a joint hearing if both boards agree. Public comment would be taken and then each board would vote separately. He recommends Council target mid-October for the hearing which would allow for the 45-day notice to the state. It would give staff the month of August to prepare a draft to give to the state in September.

The other issue is our own Comprehensive Plan amendments which will require our Planning Commission to hold a hearing on.

**Wyntergreen** said the largest obstacle would be to get sewer service to the Port. Water is already there but would need some improvements.

Councilor Sandusky moved to direct the City Manager to work with the County government on amendments to the City/County Urban Growth Management Agreement. Councilor Martin seconded the motion. Under discussion Councilor Forster asked about the recommendation from Wyntergreen on having a joint hearing. Councilor Sandusky withdrew his motion and Councilor Martin withdrew his second.

**Councilor Sandusky moved to direct the City Manager to work with the County to develop amendments to the City/County Urban Growth Management Agreement via a joint hearing process. Councilor Martin seconded the motion. Motion carried unanimously by Council seated.**

**Councilor Sandusky moved to direct the Planning Commission to start the Comprehensive Plan amendment process. Councilor Martin seconded the motion. Motion carried unanimously by Council seated.**

## LEGISLATIVE

### 1. ORDINANCE ADOPTING COUNCIL RULES – SECOND READING

**Councilor Henson moved for the second reading of the ordinance by title only. Councilor Davy seconded the motion.** Under discussion **Councilor Forster** pointed out a conflict on Section 220 (B) that states members of all standing committees shall be appointed by the Mayor, with the approval of a majority of the Council... but (4) under (B) states that ... committees shall annually select a chair and a vice chair. Council determined to leave Section 220 (B) alone and remove the language in (4) that committees shall annually select a chair and a vice chair. **Motion to read the ordinance as corrected by title only carried unanimously by Council seated. Sorensen** read the ordinance by title only.

**Councilor Sandusky moved adoption of the ordinance. Councilor Forster seconded the motion. Motion carried unanimously by the following roll call vote.**

<b>Councilor Martin</b>	<b>Aye</b>	<b>Councilor Forster</b>	<b>Aye</b>
<b>Councilor Davy</b>	<b>Aye</b>	<b>Councilor Sandusky</b>	<b>Aye</b>
<b>Councilor Henson</b>	<b>Aye</b>		

### COUNCIL CONCERNS:

**Councilor Davy** asked about a timeline for work on the culverts at Holden Creek. She was told they were working on it today.

**Councilor Henson** voiced his thanks to Councilor Davy for her passion on the Holden Creek issues.

**MONTHLY REPORTS:**

**Police Report – Chief Wright** stated that new hire Aaron Miller started today. He will be attending the Police Academy on August 22, 2011. He will be sworn in and introduced to the City Council at the August 15<sup>th</sup> meeting. He also told Council they have been working on ordinance violations and a list of violations and status was included with his report.

**City Planner – Mattison's** report was included in Council packets. Mayor Weber asked Wyntergreen to extend the Council's appreciation for his work on all the plans.

**Public Works – Sullivan's** report was included in Council packets. Wyntergreen told the Council that the Wastewater Plant Operator position will be re-advertised due to poor response and qualifications.

**MAYOR REPORT:**

**Mayor Weber** stated she was looking forward to seeing everyone at the fair. She also complimented the Farmer's Market for record attendance in the last two weekends. The ribbon-cutting for the new parking lot was held last Friday night. First car on the new lot was a 1965 Ford Mustang. Moonlight Madness was a success for the downtown and thanks to everyone who turned out for the event.

**COMMITTEE REPORTS:**

**Personnel Committee: Chair Councilor Sandusky** said that the committee had met and worked on the succession plan for the City Recorder. They are also working on the agreement with the City Attorney. They are meeting on Monday, August 8<sup>th</sup> to review the draft and work on any issues.

**Finance Committee:** Nothing to report at this time.

**Urban Renewal – Councilor Sandusky** reported that Urban Renewal has received a façade loan/grant application for the Beals building.

**Associations Committee – Chair Councilor Henson** reported that key community people have been sent letters inviting them to join the committee with the purpose of furthering economic development in the downtown area. Their next meeting will be held on August 16<sup>th</sup> at 5:30 P.M. at Tillamook City Hall.

**OTHER:**

**Councilor Davy** asked if signs could be placed directing RVs to the new parking lot. Wyntergreen said that any signs placed on the highway would need ODOT approval.

**CORRESPONDENCE/COMMUNICATIONS:**

**Wyntergreen** told Council that the City has received approval from the Infrastructure Finance Authority for a grant of \$20,000 and loan of \$30,000 for the Tillamook Stormwater Master Plan update, Project #Y12001.

Wyntergreen also stated that the County is responsible for updating their Hazard Mitigation Plan which includes an element for the City. It needs to be completed by October 31, 2011. The City has an open contract with Vicki Goodman, who updated our plan. The County would like to use our open contract with Vicki Goodman. The City could set up a pass-through account. It will cost the City nothing.

**AUTHORIZATION TO PAY BILLS:**

The Finance Committee had reviewed the current bills prepared for payment. **Councilor Martin moved to pay the bills approved by the Committee. A second was made by Councilor Sandusky. Council seated approved the motion unanimously.** Bills were paid in the following total amount. A copy of the voucher register is attached and by this reference is made a part of the record.

**GENERAL CHECKING ACCOUNT**

**A/P Batch 8/1/2011**

**Checks # 30999-31039**

**\$ 82,371.16**

**ADJOURNMENT:**

**There being no further business Mayor Suzanne Weber adjourned the meeting at 8:12 P.M.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Recorder**

TILLAMOOK POLICE DEPARTMENT

BACKGROUND INVESTIGATION / LICENSE APPLICATION

Date: 8/5/11

To: PAUL WYNTERGREEN/CITY MGR.

From: TERRY WRIGHT/CHIEF

License Type: DLCC - CHANGE OWNERSHIP

Business Name: CARSON TILLAMOOK #1 AW

Name: PATRICE GALLS DOB: 10-30-60  
1015 PACIFIC AVE.  
TILLAMOOK, OR. 97141

A background investigation check, consisting of computer records checks, was conducted on the above named individual/s.

X No adverse information was found.

       The following information was revealed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

       Further background investigation required.

Recommendation: X Approval  
       Rejection

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**Tillamook Urban Renewal Agency  
210 Laurel Avenue  
Tillamook, Oregon 97141**

**Phone: 503-842-2472**

**Fax: 503-842-3445**

August 15, 2011

Dear Mayor Weber and City Council,

The City Public Works Committee met and discussed the TURA proposal for the 1<sup>st</sup> Street Parking Lot. After TURA Board discussion about the recommendation by the Public Works Committee, the TURA would like to propose the following as a plan of action regarding this property:

- 1) The TURA and City will enter into a two (2) year, unrestricted, automatically renewable lease agreement for the entire property. This lease will contain:
  - a) 120 day notice of termination to the City for any potential sale of the property.
  - b) Payment to TURA of 10% payment of all gross revenues received by the City.
  - c) City to retain the four (4) RV parking spaces as free public parking.
  - d) City to maintain a two (2) hour time limit for free public parking.
  - e) City to apply for tax exempt status of the property.
  - f) City will pay all taxes from any non-exempt status of the property.
  - g) City to provide all insurance on the property.
  - h) City to provide staff and maintenance of the property.
  - i) In exchange for the ability to rent spaces in the 1st Street Parking Lot, City will provide 17 spaces currently located behind the Dutch Mill Restaurant for free public parking.
  - j) City will increase monthly rental to \$30.00 per month per parking space.
- 2) TURA will have their legal counsel draw up the lease agreement for presentation to the City Council as soon as possible.

Please advise us as soon as possible of your decision in this matter. Thank you.

Sincerely,

Don Hurd, TURA Chairman

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**Agency Board Members:**

**Chairman Don Hurd; Vice-Chair Carolyn Decker;  
Joe Martin, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom  
Administrator: Paul Wyntergreen, Executive Assistant: Debbi Reeves**

Dear Personnel Committee,

I would like to take early PERS retirement beginning September 1, 2011. I would continue as a regular retiree with the City at that time for September through December 2011. I would want to maintain the rest of my benefits through December 2011.

What this will do is save the City approximately \$3,000 by eliminating the need for the City to pay PERS benefits on me through the end of the year. What this will do for me is allow me to work and receive a paycheck from the City while the processing of my retirement checks from PERS happens. There is usually a wait time of 60-90 days for a retiree to receive their first check. This is perfectly legal according to PERS legislation and, in fact, Officer Lyle McFarland is part of this same process. As long as I don't work over 1,039 hours for the calendar year I am okay.

I appreciate your consideration.

A handwritten signature in black ink that reads "Bernadette M. Sorensen". The script is cursive and fluid, with the first name being the most prominent.

Bernadette M. Sorensen, CMC

City Recorder/Treasurer, etc.

## **EMPLOYMENT AND COMPENSATION AGREEMENT**

Effective this \_\_\_\_ day of \_\_\_\_\_, 2011, I, **Suzanne Weber**, Mayor, on behalf of City Council for Tillamook, Oregon ("City" request and authorize **John R. Putman** (Attorney) to represent City on matters related to the following: Act as the City's Attorney of Record and provide General legal advice & representation on City business as requested and/or assigned by the Council, Mayor, Council President, or the City Manager. This does not preclude an individual Councilor from contacting the City Attorney for a brief informal legal opinion that must then be promptly communicated to the Council.

### **CLIENT AND ATTORNEY AGREE:**

**1.1** City agrees to pay for, and Attorney agrees to perform, legal services for an **HOURLY RATE of \$165.00** plus related reimbursable costs unless later modified by agreement.

**1.1.1** "Legal services" means all services, costs and expenses associated with the matters expressed above, including, without limitation, consultations, conversations, municipal court appearances, municipal court hearings, municipal court trials, travel time, and legal services necessary for file wrap-up. In general, unsolicited conversations with the public or outside parties shall be referred to the Council, Mayor, Council President, or the City Manager for authorization. Costs include, without limitation, photocopying, long distance calls, court fees, depositions, witness and investigator fees, meals, lodging and mileage.

**1.1.2** Minimum billable time per legal service task is 0.1 billable hour. Billable time is rounded up to the next full 0.1 hour, e.g. 13 minutes and 18 minutes each equal 0.3 billable hour. Hourly billing rates for Attorney's legal assistant and legal secretary are \$90 and \$70, respectively.

**1.1.3** For prompt payment on the day following the Council's regularly scheduled meetings, Attorney must present invoice one week prior to the Council's regularly scheduled meetings on the first and third Monday of each month. City reserves the right to question specific invoice elements and withhold or negotiate payment of specific invoice elements such until a satisfactory clarification has been received by the Council. In order to withhold all or any part of any payment for any legal services, City shall notify Attorney of each specific disputed legal service in writing received at Attorney's office within two weeks of City's receipt of Attorney's invoice in order to assure prompt dispute resolution and prompt payment under this agreement. City shall specifically identify the date, the disputed amount of time and the disputed legal service along with City's reasons for the dispute in sufficient detail to apprise Attorney of all issues. City shall promptly pay without delay all or any part of an invoice for legal services which are not in dispute.

**1.2** When a deposit is required by Attorney on a particular case or legal matter, **no work will be done on that particular case or legal matter until City provides City's full deposit.**

**1.3** Attorney may associate with another attorney, which may benefit City's case and where the association is privileged. City shall approve in advance affiliated rates in excess of the hourly rate in paragraph 1.1 above.

### **CITY AGREES:**

**2.1** No deposit is required in advance for general legal services. However, this may be required in special circumstances as determined by Attorney and approved by Council, at which time, City agrees to deposit money for attorney services, initial costs and expenses. Money will be deposited in City's name in a trust account. Interest earned, if any, shall be paid according to Oregon IOLTA Program rules supporting access to our civil justice system. Money shall be paid to Attorney as legal services and expenses on City's case accrue. If Attorney pays for any expenses, Attorney is entitled to be paid back, whether or not the claim is pursued. City agrees trust deposits shall be applied to legal services on this legal matter and/or any other of the City's concurrent legal matters involving Attorney. Attorney shall account with sufficient specificity to City for all money advanced within a reasonable time during, and/or at the conclusion of, the case.

**2.2** City shall provide Attorney all information now known or hereafter discovered regarding City's legal situation or question of concern, cooperate fully with Attorney, keep Attorney informed of City's current

mailing addresses at all times, and appear at all times and places as required by Attorney or any tribunal or court of competent jurisdiction.

**2.3** City authorizes Attorney, within Attorney's discretion, to include early settlement negotiation within an investigation. No settlement shall be made without City's prior authorization and/or consent.

**2.4** Client shall be responsible for renewing all judgments, liens and/or government filings of any kind and wherever situated. When during the term of this contract Attorney acquires actual knowledge of a judgment, lien or government filing which requires renewal, then Attorney shall notify City.

#### **ATTORNEY AGREES:**

**3.1** Attorney agrees to provide timely legal representation and advice, and to prepare and provide copies of all legal documents. Attorney will not accept employment concerning actual or potential claims against the City during this contract period without the City's prior written consent.

**3.2** Attorney agrees to investigate, prosecute, and/or defend against claims as requested or assigned. "Investigation" includes, but is not limited to, a review of documents, interviews, legal research, case analysis, presentation of investigation results, and settlement negotiations.

**3.3** Attorney agrees to return City's calls and to keep City informed of matters that have been requested, assigned, or authorized by the Council, Mayor, Council President, or the City Manager.

**3.4** Attorney agrees not to negotiate or pursue any claim or defense unless, in Attorney's opinion, the claim has enough legal and practical merit.

**3.5** Whenever possible, Attorney agrees to deliver all products or opinions requested or assigned prior to billing for such products or opinions and to include with monthly invoices time records by topic showing the date, time spent, activity or person contacted, and the subject matter addressed.

#### **4.0 TERMINATION OF THIS CONTRACT.**

**4.1** This agreement shall terminate on **June 30, 2012**, without notice required to either party. However, either party may terminate this agreement with or without cause upon not less than 60-days advance, written notice delivered first-class mail to the other party.

**4.2** Attorney may withdraw from representing City, either generally or on a specific matter, IF: **(a)** City agrees, **(b)** City fails to honor this agreement, or **(c)** Attorney is legally or ethically required to withdraw. **Failure to timely pay Attorney for undisputed legal services according to this contract is grounds for Attorney to stop work on City's behalf.** If Attorney withdraws or otherwise stops work, and where practicable. Attorney will mail written notice to City before the effective date of withdrawal.

#### **GENERAL ADMINISTRATIVE PROVISIONS**

**5.1 Entire Agreement; Severability; Construction.** This agreement supersedes all prior oral or written agreements between City and Attorney on the matters listed herein only. It represents the entire agreement of the parties. Any representation, warranty, promise, or condition not expressly stated here shall not be binding. Where a clause is declared by a court to be void or voidable, the remaining clauses shall retain their full force and effect. Neither this contract, nor any provision, shall be interpreted to require Attorney in Attorney's sole discretion to violate any provision of the Oregon State Bar's Rules of Professional Conduct.

**5.2 Ambiguity.** The parties have attempted to draft a clear and unambiguous document. In the event they have been unsuccessful, any ambiguity shall be resolved without resort to the presumption that either party drafted any particular section and that any ambiguities in that specific section should thus be construed against that party.

**5.3 Non-waiver; Modification.** Failure to enforce any provision of this agreement does not constitute a continuing waiver of that provision, any other provision, or the whole agreement. The rights and obligations under this agreement shall not be modified, delegated, or assigned except upon a written consent signed by both parties.

**5.4 Interest.** Interest shall be charged on past due accounts at 9% per annum simple. Payments received shall be applied first to interest accrued, if any, then to oldest principal of any current outstanding balance.

**5.5 Liability Insurance**  
Attorney shall obtain and maintain professional liability insurance at Attorney’s cost covering any act, error, or omission in rendering professional services in Attorney’s capacity as an attorney in private practice and in an amount not less than the minimum coverage requirements established by the Oregon State Bar. Attorney shall be reimbursed the costs of any additional insurance coverage required by City.

**5.6 Attorney fees & Costs.** Reasonable attorney fees, costs and disbursements necessary (including expenses and fees of any collection efforts) to enforce this Agreement through collection, mediation, arbitration and/or litigation, including, without limitation, appeals, any preparation time and expense shall be awarded to the party prevailing on the contract claim, unless otherwise specified or agreed.

**5.7 Governing Law.** This agreement, its interpretation, and enforcement shall at all times be subject to Oregon law and jurisdiction. Venue shall be the county where Attorney resides, unless otherwise agreed.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AGREE TO ITS TERMS. I UNDERSTAND THAT AN ATTORNEY CANNOT WARRANT OR GUARANTEE A LEGAL RESULT OR OUTCOME. I UNDERSTAND I HAVE THE RIGHT, AND HAVE BEEN SO ADVISED, TO HAVE AN INDEPENDENT ATTORNEY ADVISE ME BEFORE I SIGN THIS OR ANY OTHER LEGAL DOCUMENT.**

**CLIENT: CITY OF TILLAMOOK, OREGON (“City”)**

_____	_____.
<b>Suzanne Weber, Mayor, for the Tillamook City Council.</b>	<b>Date</b>

**ATTORNEY:**

_____	_____.
<b>JOHN R. PUTMAN, Attorney</b>	<b>Date</b>



# STAFF REPORT CITY OF TILLAMOOK

**TO:** Honorable Mayor and Members of City Council

**FROM:** Paul Wyntergreen, City Manager

**DATE:** August 9, 2011

**SUBJECT:** CODIFICATION PROPOSALS

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**ISSUE BEFORE THE COUNCIL:**

*Council award of a contract for the codification of City Ordinances which has not been updated since 1977.*

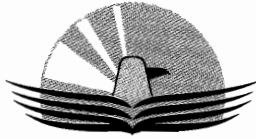
**EXECUTIVE SUMMARY:**

- One of the City's Strategic Plan Goals was to secure a compilation and codification of all of its Ordinances since 1977 in order to secure a more accessible, accurate, and legally defensible set of City Codes that can be easily used by Councilors, staff, and the general public. One of the products of this process will be an electronic set of codes that can be uploaded to our website.
- In July, the City circulated a Request for Quotations to a broad range of firms across the nation which perform this sort of work. We received five proposals by the deadline (full copies of which are available in the Recorder's Office for your inspection).
- The City Recorder and City Manager have reviewed those proposals for type and quality of product to be delivered, along with price. While the base pricing indicated isn't always Apples-to-Apples due to variations in product delivery, we determined the following ranking:

American Legal Publishing (proposal attached)	- \$ 7,600.00
Sterling Codifiers, Inc. (no Word files)	- \$ 9,800.00
Quality Code Publishing	- \$10,435.00
Municipal Code Corporation (no Word files)	- \$12,310.00
Code Publishing, Inc. (Word files add 1 annual cost)	- \$13,087.50
- Three of the proposals, in addition to being higher priced, did not propose to deliver an editable electronic version of the final codification product and reserved that capability to themselves as future services that are posted on their own websites. Two proposers provided those files as a natural by-product of their work.

**RECOMMENDATION:**

- Staff recommends that the contract be awarded to American Legal Publishing. The project is budgeted at \$20,000, but since this is an estimate, and there are additional options available that we may wish to utilize, staff would recommend not earmarking the remainder for other purposes at this time.



**AMERICAN LEGAL**  
Publishing Corporation



**LEAGUE OF OREGON CITIES (LOC)  
ORDINANCE SERVICES PROGRAM**

*CODE PROJECT ESTIMATE*

Date: July 18, 2011  
City: **TILLAMOOK, OREGON**  
Contact Person: Ms. Bernadette Sorensen, CMC  
City Recorder  
210 Laurel Avenue  
Tillamook, OR 97141

The following is our estimate for a CODIFICATION PROJECT for the City of Tillamook:

Estimated code size:	400 single column (or 325 double column) pages.
Estimated cost:	\$6,925 (payable over two fiscal years)
Electronic version, MS Word:	No charge
Legal Review:	\$675 (optional)
Folio Views Search and Retrieval Software:	\$795 (optional)
Folio Version on Internet:	\$325 (optional)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO PROVIDE FOR A CODE OF ORDINANCES, REVISING, AMENDING, RESTATING AND CODIFYING CERTAIN EXISTING GENERAL ORDINANCES (AND TO PROVIDE FOR AN OPTIONAL SUBSTANTIVE LEGAL REVIEW OF ORDINANCES) FOR THE CITY OF TILLAMOOK, OREGON.**

**WHEREAS**, the present general and permanent ordinances of the city are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs; and

**WHEREAS**, the League of Oregon Cities, Ordinance Services Program, and Program Partner American Legal Publishing Corporation, in their efforts to promote better and more efficient municipal government, are willing to undertake the codification of the city's ordinances;

**NOW, THEREFORE, BE IT RESOLVED**, that the city hereby authorizes a Codification of the ordinances of the city of a general and permanent nature, and publication of the ordinances into a code in book form, at an estimated cost of \$6,925 (without legal review) or \$7,600 (with legal review) according to the following billing procedure from the League of Oregon Cities Program Partner American Legal Publishing Corporation:

- (1) Forty percent (40%) of the estimated cost upon commencement of the code project; and
- (2) Forty percent (40%) of the estimated cost upon submission to the city of the draft of the new code; and
- (3) The balance of the cost upon delivery of the final printed code.

The above estimated cost is based on an estimate of 400 single column code pages or 325 double column pages. Code pages in excess of the estimated number will be billed in addition to the estimated cost, at a rate of \$19.80 per single column page or \$24.20 per double column page. **If it appears the code will exceed the estimate number of pages, the city shall be notified of the additional expense, prior to proceeding with this project.**



That the above estimated cost includes one (1) meeting or conference call 30-45 days after submission of the draft of the code to the city. Any additional meetings will be billed in addition to the estimated cost at a rate determined by the League of Oregon Cities and American Legal Publishing Corporation.

**Approved** by the city of Tillamook this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED** \_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
City Recorder

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF TILLAMOOK AUTHORIZING A LOAN FROM THE WATER FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCING AUTHORITY OF THE BUSINESS DEVELOPMENT DEPARTMENT.**

The City Council (the “Governing Body”) of the City of Tillamook (the “Recipient”) finds:

**WHEREAS**, the Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(8).

**WHEREAS**, Oregon Revised Statutes 285B.560 through 285B.599 (“the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Financing Authority of the Business Development Department (the “State”) to obtain financial assistance from the Water Fund.

**WHEREAS**, the Recipient has filed an application with the State to obtain financial assistance for a “water project” within the meaning of the Act.

**WHEREAS**, the State has approved the Recipient’s application for financial assistance from the Water Fund pursuant to the Act.

**WHEREAS**, the Recipient is required, as a prerequisite to the receipt of financial assistance from the State, to enter into a Financial Assistance Award Contract with the State in substantially the form attached hereto as Exhibit A.

**WHEREAS**, the project described in Exhibit A to the Contract is a “water project” within the meaning of the Act which is needed by and is in the public interest of the Recipient.

**WHEREAS**, notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the City of Tillamook’s charter and laws for public notification;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Recipient as follows:

**Section 1. Loan Authorized.** The City Council authorizes the Mayor to execute the Contract and Promissory Note and such other documents as may be required to obtain financial assistance including a loan from the State on the condition that the principal amount of the loan from the State to the Recipient is not in excess of \$30,000.00 and the interest rate is a percent deemed reasonable by the Mayor and in the best interest of the City of Tillamook. The proceeds of the loan from the State shall be applied solely to the “Costs of the Project” as such term is defined in the Contract.

**Section 2. Security.** Amounts payable by the Recipient shall be payable from the sources described in Section 3 of the Contract and the Oregon Revised Statutes Section 285B.581(2) which include:

- a. Any sources of funds that are legally available to the City of Tillamook,

- b. The revenues, if any, of the Project, including special assessment revenues, if any, and
- c. The Recipient's general fund including the general revenues of the Recipient, other funds which may be available for such purpose and a pledge of the Recipient's taxing power within the restrictions of Article XI, Section 11 and 11b of the Constitution of the State of Oregon. The obligation of the Recipient to make payments pursuant to the Loan Agreement is a full faith and credit obligation of the Recipient that is not subject to annual appropriation.

**Section 3. Additional Documents.** The Mayor is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the State for the Project pursuant to the Contract.

**Section 4. Tax-Exempt Status.** The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Contract not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Mayor of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Contract and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the State or their bond counsel to protect the tax-exempt status of such interest.

**Section 5. Reimbursement Bonds.** The Recipient may reimburse expenditures for the Project with amounts received from the State pursuant to the Contract. Additionally, the Recipient understands that the State may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Contract with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution shall constitute "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury with respect to the funding or the reimbursement for the funding of the costs of the Project with the proceeds of the Recipient's loan pursuant to the Contract and with the proceeds of any bonds issued by the State of Oregon pursuant to the Act.

**Section 6. Declaration of Emergency.** The Governing Body declares that an emergency exists in order that there be no delay in financing the Project as provided in this Resolution. Therefore, the Resolution shall be in force and effect from and after passage by the Governing Body.

**APPROVED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED** \_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
City Recorder

WATER/WASTEWATER FINANCING PROGRAM  
FINANCIAL ASSISTANCE AWARD CONTRACT  
FOR TECHNICAL ASSISTANCE

"Tillamook Stormwater Master Plan Update"

This Contract, reference number V12001, dated as of the Effective Date, defined below, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Business Development Department ("State") and the City of Tillamook, Oregon ("Recipient"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in Section 1 below.

**SECTION 1  
DEFINITIONS**

As used in this Contract, the following terms have the following meanings:

"Act" means ORS 285B.560 through 285B.599.

"Costs of the Project" means all costs for preliminary planning or legal, fiscal and economic investigations, reports and studies to determine the economic and engineering feasibility of a future water or wastewater project as set out in Exhibit D, the Approved Project Budget, hereto and by this reference incorporated herein.

"Default" means an Event of Default or an event which with notice or lapse of time or both would become an Event of Default as set out in Section 7 hereof.

"Effective Date" means that date on which this Contract is fully executed, and approved as required by applicable law.

"Financing Availability Deadline" means the earlier of 90 days after the Project Completion Date or 27 months after the date of this Contract.

"Maturity Date" means the sixth anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project" means the project described in Exhibit A, the Project Description.

"Project Completion Date" means the date on which Recipient in fact completes the Project.

"Repayment Commencement Date" means the first Payment Date to occur after the earlier of the Project Completion Date or the Financing Availability Deadline.

**SECTION 2  
AWARD**

A. Amount of Loan. Subject to the terms and conditions of this Contract, and the Project Description and Scope of Work (Exhibit A) and certifications made by the Recipient therein, the State agrees to make a loan to Recipient in the principal amount of \$30,000 (the "Loan").

B. Amount of Grant. Subject to the terms and conditions of this Contract and in accordance with the Project Description (Exhibit A), and certifications made by the Recipient therein, the State agrees to provide funds in the amount of \$20,000 ("Grant").

C. Availability of Funds. The amounts above are subject to the availability of moneys in the Water Fund ("Fund").

D. Change in the Act. The State shall not be obligated to provide the Grant or Loan if, on or prior to the time the Recipient satisfies all conditions for disbursement of the Grant or Loan, there has been a change in the Act so that the Project is no longer eligible for the award authorized by this Contract.

E. Disbursements. The Recipient must submit disbursement requests for the Grant and the Loan on a form to be provided by State. The State shall have no obligation to fund, and the Recipient shall not make, any disbursement requests for the Grant until the Loan has been fully disbursed. The State's obligation to make, and the Recipient's right to request, disbursements under this Contract shall terminate on the Financing Availability Deadline.

### SECTION 3 PAYMENTS OF LOAN PRINCIPAL AND INTEREST

A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract and its associated promissory note ("Note") in accordance with their terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of the Department to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against the Department or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

B. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract and the Note. This Contract and the Note are payable from all legally available funds of Recipient.

C. Interest. Interest accrues at the interest rate provided in the Note on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.

D. First Loan Payment. The first Loan payment is due on the Repayment Commencement Date.

E. Final Loan Payment. The entire outstanding balance of the Loan is due and payable in full on the Maturity Date.

F. Installment Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date.

G. Optional Loan Prepayments. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

H. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of Department, including but not limited to attorneys fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, Department will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

I. Place of Payments. All payments and prepayments of principal and other amounts payable to the State hereunder will be made to the State at its office located at 775 Summer Street NE, Suite 200, Salem, OR 97301-1280, or at such other place designated by the State in writing to the Recipient.

#### **SECTION 4**

##### **USE OF WATER/WASTEWATER AWARD**

A. Eligible Activities. The use of the Grant and Loan are expressly limited to the activities in Exhibit A, the Project Description.

B. Ineligible Activities. No part of the Grant and Loan shall be used for administrative purposes. Ineligible activities include general administrative costs and costs not directly related to the Project.

C. Unexpended Funds. Any Grant and Loan funds remaining after the Project is completed or this Contract is terminated shall be returned to the State within ninety (90) days after the earlier of the Project Completion Date or the Project Completion Deadline.

#### **SECTION 5**

##### **REPRESENTATIONS OF THE STATE**

The State certifies that at the time this Contract is signed, sufficient funds are available and authorized for this Contract.

#### **SECTION 6**

##### **REPRESENTATIONS OF THE RECIPIENT**

The Recipient represents and warrants to the State that:

A. Recipient. The Recipient is a Municipality as defined in the Act.

B. Costs of the Project. A reasonable estimate of the Costs of the Project is \$50,000.

C. [Reserved]

D. Binding Obligations. This Contract has been duly executed and delivered by the Recipient and will constitute the legal, valid and binding obligation of the Recipient, enforceable in accordance with its terms.

#### **SECTION 7**

##### **COVENANTS OF RECIPIENT**

Until the Project is completed, Recipient agrees that, unless the State shall otherwise consent in writing:

A. Compliance with Laws. The Recipient will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority. In particular, but without limitation, the Recipient shall comply with the following provisions, as applicable:

1. State procurement regulations found in Oregon Public Contracting Code, ORS Chapter 279A, 279B, 279C.

2. State labor standards and wage rates found in ORS Chapter 279 C.
3. State municipal finance and audit regulations found in ORS Chapter 297.
4. State regulations regarding industrial accident protection found in ORS Chapter 656.
5. State conflict of interest requirements for public contracts.
6. Oregon Administrative Rules, Chapter 123, Division 43, as amended from time to time at the discretion of the State.

B. Project Completion. The Recipient shall proceed expeditiously, and shall complete the Project no later than 24 months after the Effective Date ("Project Completion Deadline"), but in accordance with Exhibit A - Project Description.

C. Plans and Specifications. Upon request, Recipient shall provide the State with a copy of all final plans, drawings, reports or other documents prepared as part of the Project before requesting its final Grant disbursement. The State shall review the documents and may require reasonable modifications. If the State does not suggest modifications within thirty (30) days of its receipt of the documents, they shall be deemed approved.

D. Financial Records and Inspection. The Recipient shall establish and maintain appropriate funds/accounts and records for the Project in accordance with generally accepted accounting principles. The Recipient gives the State and any authorized representative of the State access to and the right to examine all books, records, papers or documents relating to this Grant.

E. Signs and Notifications. Recipient shall include the following statement, prominently placed, on all plans, reports or advertisements relating to the project; i.e. on the title page of reports, on the cover of sets of blueprints, as part of a map's legend:

"Preparation of this (report/document) was funded in part from Oregon Lottery proceeds with a technical assistance award from the Water/Wastewater Financing Program administered by the Oregon Business Development Department."

F. Economic Development Benefit Data. The State may request that the Recipient submit specific requested data on the economic development benefits of the Project, from the date hereof until six (6) years after the Project Completion Date. Upon such request by the State, the Recipient shall, at the Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

G. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses..." The Oregon Business Development Department encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045, and available at <http://www.leg.state.or.us/ors/200.html>. Additional resources are provided by the Governor's Advocate for Minority, Women & Emerging Small Business at <http://egov.oregon.gov/Gov/MWESB/index.shtml>. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.

H. Professional Services. Recipient shall ensure that any service providers retained for their professional expertise are certified, licensed or registered, and insured, as appropriate, in the State of Oregon for their specialty.

## **SECTION 8 DEFAULT**

If any of the following “Events of Default” occurs and is continuing, namely:

A. The Recipient fails to proceed expeditiously with, or to complete, the Project or any segment or phase of the Project in accordance with the plans and schedules submitted to the State; or

B. Any representation with respect to current or historical information made to the State herein or in the Approved Application, financial statement, and any other pertinent documents and reports relied upon by the State in gauging the progress on the Project and performance of duties by the Recipient, are untrue in any respect; or

C. The Recipient fails to perform or observe any of its covenants or agreements contained herein; or

D. The State finds that significant corrective actions are necessary to protect the integrity of the Project, and those corrective actions are not, or will not be, made within a reasonable time.

Thereupon, and in each such case, the State, by written notice of default to the Recipient, may terminate the whole or any part of this Contract. Notice of default shall specify, with reasonable particularity, the deficiencies in the Recipient’s performance and shall provide the Recipient seven (7) days, or such longer period as the State may authorize in its sole discretion, to correct such deficiencies.

## **SECTION 9 REMEDIES**

Upon the occurrence of an Event of Default under this Contract, the State may pursue any or all of the remedies set forth herein or in the Note and any other remedies available at law or in equity. Such remedies include, but are not limited to, termination of the Contract, termination of the State’s obligation to make the Grant or the Loan or any disbursements under this Contract, acceleration of the Loan, demanding repayment of the Grant, declaration of the Recipient’s ineligibility to receive future Lottery funded awards and the withholding pursuant to ORS 285B.599 of other State funds due the Recipient. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## **SECTION 10 MISCELLANEOUS**

A. No Implied Waiver, Cumulative Remedies. No failure on the part of the State to exercise, and no delay in exercising, any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

B. Notices. All notices to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when delivered by hand or mailed certified or registered mail, postage prepaid, addressed to the party to which such notice is required or permitted to be given or made at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto.

If to the State:	Regional Services Manager Infrastructure Finance Authority Oregon Business Development Department 775 Summer Street NE, Suite 200 Salem, OR 97301-1280
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If to the Recipient:                      City Manager  
   City of Tillamook  
   210 Laurel Avenue  
   Tillamook, OR 97141

Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered.

C. Amendments and Waivers. The terms of this Contract, including timeframes for Project completion, will not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties (or in the case of a waiver, by the party against whom the waiver is being asserted).

D. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to State by its attorneys.

E. Indemnity. To the extent permitted by Article XI, section 10 of the Oregon Constitution, Recipient's charter, relevant Oregon statutes and by the Oregon Tort Claims Act, Recipient shall indemnify the State and its officers, employees and agents against any liability for damage to life or property arising from the Recipient's actions under this contract or the actions of Recipient's subcontractors, agents or employees.

F. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or condition held to be invalid.

H. No Construction against Drafter. The terms of this Contract shall not be construed against either party as the drafter hereof.

I. Successors and Assigns; No Third Party Beneficiaries.

(1) This Contract shall inure to the benefit of and shall be binding upon the State and the Recipient and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of State.

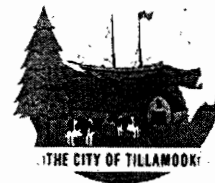
(2) The State and the Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that the Recipient's performance under this Contract is solely for the benefit of the State. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater benefit or right than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

J. Merger. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

Recipient, by the signature below of its Authorized Officer, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Business Development Department



**CITY OF TILLAMOOK**

By: \_\_\_\_\_  
Jim Zelenka, Regional Services Manager  
Infrastructure Finance Authority

By: \_\_\_\_\_  
The Honorable Suzanne Weber  
Mayor of Tillamook

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Not required by OAR 137-045-0030

Exhibit A: Project Description

Exhibit B: Project Budget

### **PROJECT DESCRIPTION**

Recipient will hire a licensed engineer to complete the project in two phases.

Phase I will be the development of a Cross Connection Removal Plan that must be submitted to the Oregon Department of Environmental Quality within the submission deadline set by that agency. The Plan must receive Oregon Department of Environmental Quality approval.

Phase II is for an update to the 2004 Stormwater Master Plan to include newly annexed areas. Recipient will also develop a comprehensive stormwater Capital Improvement Plan.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING ORDINANCES NO. 670, 731, 955 & 996 RELATING TO THE ESTABLISHMENT OF A CITY PLANNING COMMISSION AND REPLACING THEM WITH NEW PLANNING COMMISSION RULES AND REGULATIONS FOR THE GOVERNMENT AND MAINTENANCE OF SAID CITY PLANNING COMMISSION OF THE CITY OF TILLAMOOK, OREGON; PRESCRIBING THE POWERS AND DUTIES OF SAID COMMISSION.**

**WHEREAS**, the original Planning Commission Bylaws were adopted in 1951 through Ordinance #670 and, while amended multiple times since, those antiquated rules still serve as the formal basis for planning commission procedures; and

**WHEREAS**, current decision making procedures differ dramatically from the processes observed fifty years ago; and

**WHEREAS**, independent advisory bylaws were used which conflict with Ordinance #670 and its amendments; and

**WHEREAS**, the multiple amendments sometimes conflict with each other and the base Ordinance #670; and

**WHEREAS**, the Tillamook City Planning Commission has reviewed and reworked the attached Bylaws to ensure an equitable and orderly set of rules, regulations, powers and duties for the City Planning Commission and requested that the Council adopt said Bylaws.

**NOW THEREFORE**, the City Council of the City of Tillamook hereby ordains that Ordinances #670, 731, 955 and 996 are repealed and replaced by the new Planning Commission Bylaws contained in the attached Exhibit A, which are hereby incorporated by reference and adopted herein.

**PASSED** 1<sup>st</sup> reading by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**PASSED** 2<sup>ND</sup> reading by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**ADOPTED** by the Tillamook City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED** \_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
City Recorder

BYLAWS FOR THE  
TILLAMOOK CITY PLANNING COMMISSION

I. Purpose

- A. The purpose of these bylaws is for the establishment and maintenance of the City Planning Commission.
- 1) To provide for rules and regulations for the government and maintenance of said Planning Commission;
  - 2) To prescribe the powers and duties of said Planning Commission;
  - 3) To provide for the payment of the expenses of said Planning Commission;
  - 4) To provide a penalty for the violation of these bylaws.

II. Membership, Duties and Terms

- A. Members of the Tillamook City Planning Commission shall consist of seven (7) members appointed by the Mayor, with the consent of the Council; plus a liaison from City Council, who shall be an ex-officio member and who may not have a vote.
- 1) Not more than two (2) members shall be nonresidents of the City;
  - 2) Not more than two (2) members of the Planning Commission may engage principally in the buying, selling or developing of real estate for profit as individuals or be members of any partnership, or officers or employees of any corporation, that engages principally in the buying, selling or developing of real estate for profit. No more than two (2) members shall be engaged in the same kind of occupation, business, trade or profession. (ORS 227.030)
- B. Duties of all Commission Members shall be:
- 1) To read and be familiar with the Tillamook City Zoning Ordinance;
  - 2) To read and be familiar with the Comprehensive Plan of Tillamook City;
  - 3) To be present at and participate in all Planning Commission meetings;

It is further recommended that Commission Members continually educate themselves with planning issues and responsibilities.

- C. Role of all Commission Members shall be:
- 1) To reflect Community values;
  - 2) To interpret and apply City Ordinances;
  - 3) To recommend policies;
  - 4) To educate public and provide forum;
  - 5) To do homework;

- 6) To make decisions;
- 7) To communicate with Elected Officials;
- 8) To be visioning long term;
- 9) To follow ethics {as referenced by State law};
- 10) To participate in other planning events and processes.

- D. Appointed members' terms are for four (4) years or for the unexpired term of their predecessor. Terms shall begin on March 1 of the calendar year. The seven originally appointed members shall choose their terms of office by lot as follows: one (1) for one(1) year; two (2) for two (2) years; two (2) for three (3) years; and two (2) for four (4) years; and shall immediately thereafter shall notify the Mayor and City Council in writing of such allotment. Their successors shall hold office for four (4) years [or the remaining portion of the term]. Any vacancy shall be filled by the Mayor appointing a person for the unexpired portion of the term, subject to confirmation of the Council.
- E. A member of the Planning Commission who is absent from three (3) consecutive regular monthly meetings without an excuse as approved by the Commission and fails to notify the City Planner or a member of the City staff during said absence period, is presumed to be in non-performance of duty and may be removed by the Mayor with the consent of the majority of the City Council. A member of the Planning Commission may be removed by the Mayor with the consent of the majority of the City Council, after hearing, for misconduct or nonperformance of duty. The City Council shall declare the position vacant following the hearing. Any vacancy in such a commission shall be filled by appointment of the Mayor with the consent of the City Council for the unexpired term of the predecessor in the office.

### III. Officers, Duties and Elections

- A. The officers shall consist of the Chair, and the Vice-Chair.
- 1) Chair. Except as otherwise provided herein, the Chair shall have the duties and powers to:
    - a) Preside over all deliberations and meetings of the Commission;
    - b) Only vote on questions before the Commission if necessary for a quorum or where there is a tie;
    - c) Call special meetings of the Commission;
    - d) Sign all documents pertaining to Commission action promptly after approval by the Commission.
    - e) Appoint subcommittees.
  - 2) Vice-Chair. During the absence, disability or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all the responsibilities of the chairperson.

- 3) The role of the Commission Officers shall be:
  - a) To conduct meetings;
  - b) To educate public;
  - c) To get all opinions;
  - d) To keep Planning Commission on track;
  - e) To ask Planning Commission what the issues are;
  - f) To define issues;
  - g) To respect citizens;
  - h) To promote planning;
  - i) To diffuse hostility;
  - j) To get relevant testimony and all Citizen Opinion;
  - k) To promote and participate in community involvement.

B. Election of Chair and Vice-Chair

- 1) Nomination of officers shall be made from the floor at the regular meeting in March each year, and the elections shall follow immediately thereafter.
- 2) A candidate receiving a majority vote of the appointed membership of the Planning Commission shall be declared elected and shall serve for one year or until a successor shall take office.
- 3) Vacancies in offices shall be filled immediately by regular election procedures.

IV. General Duties and Powers of Commission

- A. To advise the City Council on general land use and transportation planning issues, long range community investment programs; to update and maintain the Tillamook Comprehensive Plan; and to act as a hearings body for certain land use applications and land use appeals.
- B. To study and to recommend to the City Council such measures as may be advisable for the promotion of the public interest, health, safety, comfort, convenience and welfare of the City, and the Urban Growth Area;
- C. The City Planning Commission shall also have all the powers which are now, or may be, given to it under the general laws of the State of Oregon.

V. Meetings, Quorums, Notification

- A. Regular meetings will be held at 7:00 p.m. on the first Thursday of each month in the Council Chambers at City Hall, 210 Laurel Avenue, Tillamook, Oregon, or at such other places as may be determined by the Planning Commission, unless the Planning Commission cancels or reschedules the meeting. Additional or special meetings may be held.
- B. A quorum shall consist of at least four (4) of the seven (7) Planning Commission members. A majority of affirmative votes are needed to pass

a motion. For the purpose of forming a quorum, commission members who have disqualified or excused themselves from participation in any matter shall be counted as present. No action shall be taken in the absence of a quorum except to announce the lack of a quorum.

- C. Any Planning Commission member having ex parte contact, a conflict of interest or bias in any item of business being discussed shall not speak to the matter as a member of the Planning Commission, but shall speak only from the floor as any other private citizen, and shall be disqualified from voting on the particular item in which the member has ex parte contact, the conflict of interest or bias, as described further in Section VII of these bylaws. Voting shall be viva voce (by the voice). A record of the vote shall be kept as a part of the minutes.
- D. It shall be the duty of the Chair to call a special meeting when requested to do so in writing by at least four (4) voting members of the Commission. The notice of such a meeting shall specify the purposes of the meeting, and no other business may be considered. Staff shall notify all members of the Planning Commission in writing in advance of such meeting so that each Commission member shall reasonably be expected to receive such notice at least 72 hours in advance of such meeting.
- E. All meetings shall be adjourned, or continued, no later than 11:00 p.m., unless extended past that hour by unanimous consent of Commission members present.
- F. The Chair may call a recess of the meeting at their discretion. This they may do whenever it appears that a meeting will be unusually long or that a recess would be beneficial for other reasons.
- G. An agenda of items to be discussed at each meeting shall be prepared by staff members of the Commission and shall be forwarded by mail to each member of the Commission at least five (5) business days prior to such meeting. The Agenda shall follow the Conduct of Business as listed in part VI below.
- H. All meetings shall be open to the general public.
- I. Notice of Meetings. Public notice of all Commission meetings shall consist of the time and place of the meeting and an agenda of the subject matter to be considered by the Commission. Said notice will be posted in the City Hall, County Courthouse, Fire Department Headquarters, and County Public Library.

## VI. Conduct of Business

- A. Meetings: Order of Business



- 1) Call to order
- 2) Roll call/recognition of Planning Commission members present
- 3) Approval of minutes
- 4) Public comments
- 5) Public hearings as scheduled
- 6) Items of high public interest
- 7) Items of Commission concern
- 8) Future Agenda Items
- 9) Announcements
- 10) Adjourn

B. Hearings: General Rules

- 1) The Hearing Body is conducting the hearing in a quasi-judicial capacity; there shall be no audience demonstration or other conduct that would disrupt the hearing.
- 2) The criteria specified by the Zoning Ordinance, which must be satisfied for approval of this action, are in the City Staff Report (Findings and Conclusions).
- 3) Public testimony must be limited to relevant criteria, or other City or State land use standards that apply.
- 4) An appeal of the Planning Commission's decision must be based on a specific issue about the criteria and/or standards raised during the public hearing.
- 5) Any person testifying may request that the hearing be continued to another date, or that the hearing record remain open for a maximum of seven days for further written testimony.
- 6) Persons may speak only after being recognized by the Chair, stating their full name and address, and will be notified of a continuance, appeal or other action on the application.
- 7) The Hearing Body shall consider only testimony and information that is relevant to the criteria of the requested change, and will not allow immaterial or repetitious testimony.
- 8) Order of Procedure
  - a) Reading of Hearing Disclosure Statement;
  - b) Ask for disclosure of conflicts of interest, ex parte contact, or bias;
  - c) Ask for challenge from anyone in the audience in regard to conflict of interest, ex parte contact or bias from Commission members;
  - d) Staff Report and summary;
  - e) Questions of Staff;
  - f) Applicant's case – the applicant will present the proposal to be heard;
  - g) Cross-examination of applicant by the Hearing Body;
  - h) Proponent's case - the proponent and those favoring the proposal will be heard;

- i) Cross-examination of each proponent by the Hearing Body;
  - j) Opponent's case - those opposed shall be heard next.  
Groups who are represented by a spokesman or who were entitled to receive notice of the hearing are requested to proceed first. Opponents may submit questions of the proponent to the Chair;
  - k) Cross-examination of each opponent by the Hearing Body;
  - l) Neutral testimony;
  - m) Rebuttal. Both the proponents and opponents may submit rebuttal testimony; the proponent shall have final opportunity;
  - n) Ask Commission if ready to close public hearing;
  - o) Close the public hearing;
  - p) Commission discussion;
  - q) Commission makes a motion , wait for second of the motion;
  - r) Chair repeats, for the record, who made the motion, who seconded the motion, then repeats the motion;
  - s) Discussion before vote;
  - t) Call for Planning Commission members' vote;
  - u) After decision is made to approve or deny the proposal, the Chair shall advise of appeal time, ten (10) days from date of hearing.
- 9) Decision of the Hearing Body. Upon closing the hearing, the Hearing Body shall deliberate the question and reach a decision, postpone or continue the matter for further study or decision, to a time and place then announced. A decision to postpone or continue an item before the Commission may be debated and amended. If there is a decision to table the matter before the Commission, a time and date when the issue will be considered does not need to be specified, and all amendments or debates of the issue are precluded.
- 10) Continuance of hearing. The Hearing Body may continue a hearing in order to obtain additional information or to serve further notice upon other property owners or persons it decides may be interested in the proposal being considered. Upon recessing, the time and date when the hearing is to be reconvened shall be announced.
- 11) Recommendations in Writing. All recommendations made to the City Council by the City Planning Commission shall be in writing signed by the Chair.

C. Opportunity for public testimony of any public hearing on the agenda shall be given in the following manner:

In the event that a large number of people wish to speak to a particular agenda item, the Chair, at their discretion, may limit the length of time any

one person shall speak to the matter, and every speaker, shall be held to this time limit.

Every person who has signed to speak on an agenda item shall be heard before any person is given an opportunity to speak a second time on that same item. In the event that there is not enough time allotted to an agenda item in which to hear every person wishing to speak, this agenda item shall be postponed to the next scheduled meeting and made a special order to be considered. Such postponement shall be made on direction of the Chair, and shall not be subject to a vote. In the event that more than one agenda item shall be thus postponed, all such items shall be considered at the next meeting in the order in which they were postponed.

D. Minutes.

- 1) Written minutes of all open and regular special meetings, which shall be approved by the Planning Commission shall be prepared and made available for public inspection. All meetings shall be electronically recorded for the benefit of the City in the preparation of the minutes. Such recordings shall be retained for a minimum of one year and may then be reused.
- 2) Written minutes shall include the names of all commissioners and staff members present, and general public speaking, all motions, orders and others decision proposed and their disposition, the result of all votes, with the vote of each Commissioner by name unless the vote is unanimous, the substance of the discussion of any matter and references to any documents discussed. Minutes shall be signed after approval by motion by the presiding officer.
- 3) Minutes shall be available to the public, in accordance with the City's public records request policy.
- 4) Any Commissioner not present at a meeting must abstain from voting on approval of the minutes of that meeting.

VII. Disclosure, Conflict of Interest

A. Ex Parte Contact

Any prehearing contacts by a Commission member with a proponent or opponent to a hearing must be divulged by the member if that contact involved discussion of the subject of the hearing. Any visit to a site of the subject of a hearing must be divulged at the public hearing.

B. Conflict of Interest, Prejudice or Bias

A Commission member may abstain if that member has a Conflict of Interest as defined by ORS Chapter 244. A member may also abstain if they feel prejudiced or biased towards a decision.

C. A member of the Planning Commission shall not participate in any Commission proceeding or action in which any of the following exist:

- 1) Any of the following has a direct or substantial financial interest in the proposal: the Commission member or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he/she is then serving or has served within the previous two years, or any business with which he/she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment;
- 2) The Commission member owns property within the area entitled to receive notice of the public hearing;
- 3) The Commission member has a direct private interest in the proposal;
- 4) Disqualification for reasons other than the Commission member's own judgment may be ordered by a majority of the Commission members present and voting, without the vote of the Commission member who is the subject of the motion for disqualification;
- 5) Participation by interested officers or employees who have a financial or other private interest in the proposal without first declaring for the record the nature and extent of such interest.

Any actual or potential interest shall be disclosed at the meeting of the Commission where the action is being taken.

D. Rights of Disqualified Commission members.

- 1) An abstaining or disqualified Commission member may be counted for purposes of forming a quorum. A Commission member who represents personal interests at a hearing may do so only by physically joining the audience and vacating the seat on the hearing body.
- 2) Notwithstanding any provision of this or any other rule: (a) an abstaining or disqualified Commission member may be counted for purposes of forming a quorum; and (b) a Commission member may represent himself or herself, a client or any other member of the public at a hearing, provided that the Commission member:
  - a) Abstain from the vote on the matter;
  - b) Removes himself or herself from the Planning Commission area and joins the audience; and
  - c) Makes full disclosure of his/her status and position at the time of addressing the Planning Commission.
- 3) If all the Commission members disqualify themselves, all Commission members present after stating their reasons for abstention or disqualification shall by so doing be re-qualified and proceed to resolve the issues.

- E. A Member of the Planning Commission absent during the presentation of evidence in a hearing may not participate in the deliberations or final decision regarding the matter of the hearing unless the Commission member has reviewed the evidence received.
- F. Gifts, Bequests, and Devises. The City Planning Commission may receive gifts, bequests, or devises of property to carry out the purposes of this act and shall have control and disposition over same, unless this ordinance shall be repealed, in which case such control shall be vested in the City Council.
- G. Expenditures of City Funds. The City Planning Commission shall have no authority to make any expenditures on behalf of the City, or to obligate the City for payment of any sums of money, except as herein provided; then only after the City Council shall have first authorized such expenditures for said purpose from time to time by appropriate ordinances and/or resolutions, which shall provide the administration method by which funds shall be drawn and expended.

#### VIII. Subcommittees

The Chair may appoint subcommittees. Duties and responsibilities shall be spelled out and the length of time the subcommittee is to have to perform the work shall be assigned by the Chair and the Commission.

#### IX. Amendments

- A. An amendment to the Bylaws will be submitted to the Planning Commission at the regular meeting previous to that at which action is taken concerning the amendment.
- B. The Bylaws may be amended by a two-thirds vote of the Planning Commissioners voting, a quorum being present.
- C. An amendment to the Bylaws shall only become effective after its approval by the City Council.

BEFORE THE PLANNING COMMISSION  
OF THE CITY OF TILLAMOOK

IN THE MATTER OF AN AMENDMENT REQUEST )  
 )  
FOR THE FOLLOWING: )  
AN AMENDMENT TO THE PLANNING COMMISSION BYLAWS )

The City Planning Commission is requesting an update to the Planning Commission Bylaws. This update shall repeal Ordinances #670, #731, #955, and replace them with a new ordinance.

As an 'Item of High Public Interest', the above-entitled matter was presented before the Planning Commission on July 21, 2011 and August 4, 2011, and the Planning Commission rendered a recommendation at the August 4, 2011 meeting.

The Planning Commission requests this update to the Planning Commission Bylaws be approved and ratified by the City Council of the City of Tillamook.

DATE SIGNED: August 4, 2011

CITY OF TILLAMOOK PLANNING COMMISSION CHAIR

A handwritten signature in black ink, appearing to read "Jan Stewart", is written over a horizontal line.

Jan Stewart, Planning Commission Chair

Bernadette M. Sorensen, CMC  
City Recorder/Treasurer  
City of Tillamook  
E-mail: [bsorensen@tillamookor.gov](mailto:bsorensen@tillamookor.gov)

210 Laurel Avenue  
Tillamook, OR 97141  
(503) 842-3450  
Fax: (503) 842-3445

**Date:** August 8, 2011  
**To:** City Council  
**From:** Bernadette Sorensen, CMC, City Recorder  
**Re:** July 2011 Report



Attached are copies of Revenue and Expenditure reports for July 2011.

This is what our accounts looked like at the end of July 2011. We had \$ 2,341,496 in our LGIP Account #4455 with an interest rate of 0.50% for both pool accounts. LGIP Account #3737 WWTP Construction Retainage had a balance of \$ 1,465. Bank of Astoria General Account had a balance of \$ 716,378 with an interest rate matching LGIP. Water Department SDC account had \$ 195,615; Bicycle/Pedways had a balance of \$ 8,982, Sewer SDC had a balance of \$ 85,442. The Sewer Debt Reserve account had \$274,941.

For the month of July 2011 the Visa terminal at the Water Department (432) had 57 transactions and took in \$ 6,497. Processing fee and equipment rental cost \$ 161. For the Municipal Court window (433) they had 30 transactions and took in \$ 2,157 at a cost of \$ 83.

We have received \$2,128 from Credits, Inc., our Municipal Court collection agency for the month of July 2011.

Just a bit of information to pass on to you regarding the recent downgrading of the U.S. sovereign debt rating from AAA to AA+ -- state and local government ratings are not directly constrained by the recent happenings. It is possible for local governments to have higher ratings than the U.S. sovereign rating, most likely by no more than one notch. U.S. state and local governments enjoy considerable financial autonomy from federal intervention. This information I received from Standard & Poor's Global Credit Portal® RatingsDirect®.

Last month I attended two Department Head meetings, two Council meetings, one Finance Committee meeting on fiscal policies and County Building Services, two Personnel Committee meetings on City Attorney's contract and my retirement. I have reviewed the codification bids with Wyntergreen and our recommendation is included in your packets.

I am working to catch up on outstanding minutes with any spare time I have. I appreciate and thank you for your patience.

If you need anything, my door is always open.

# General Ledger Revenue Analysis

User: administrator

Printed: 08/10/2011 - 12:10 P

Period 1, 2012



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
010	GENERAL					
010-00-35000	SUPPLEMENTAL BUDGET REVEN	0.00	0.00	0.00	0.00	0.00
010-00-41010	COURT ASSMTS/STATE	0.00	0.00	0.00	0.00	0.00
010-00-41015	ALARM FEES	0.00	0.00	0.00	0.00	0.00
010-00-41020	ANIMAL / LICENSES	2,400.00	74.25	74.25	2,325.75	3.09
010-00-41030	MARIJUANA DIV/STATE	0.00	0.00	0.00	0.00	0.00
010-00-41035	SECURITY COURT FEE	2,500.00	193.00	193.00	2,307.00	7.72
010-00-41040	BUILDING PERMIT SURCHRG/STA	0.00	0.00	0.00	0.00	0.00
010-00-41050	BUILDING PERMITS	0.00	0.00	0.00	0.00	0.00
010-00-41060	BLD.PERMIT/COUNTY 75% COLL.	0.00	0.00	0.00	0.00	0.00
010-00-41070	OHSU/AUTHORITATIVE PARENTI	0.00	0.00	0.00	0.00	0.00
010-00-41075	CIGARETTE TAX	7,155.00	1,238.24	1,238.24	5,916.76	17.31
010-00-41080	MED.LIABILITY/STATE	0.00	0.00	0.00	0.00	0.00
010-00-41085	COMPRESSOR FEES	0.00	0.00	0.00	0.00	0.00
010-00-41090	MED.LIABILITY/COUNTY	0.00	(21.00)	(21.00)	21.00	0.00
010-00-41100	MED.LIABILITY/ADMIN FEE	600.00	45.00	45.00	555.00	7.50
010-00-41105	COURT FINES/FORFEITURES	125,000.00	8,823.08	8,823.08	116,176.92	7.06
010-00-41110	UNITARY ASSESSMENT	0.00	(92.37)	(92.37)	92.37	0.00
010-00-41115	EQUIPMENT SALES/USED	400.00	0.00	0.00	400.00	0.00
010-00-41150	GRANTS	5,000.00	2,500.00	2,500.00	2,500.00	50.00
010-00-41160	HOQUARTON TRAIL PROJECT	0.00	0.00	0.00	0.00	0.00
010-00-41170	INVESTMENT EARNINGS	150.00	31.88	31.88	118.12	21.25
010-00-41180	LAND SALES	0.00	0.00	0.00	0.00	0.00
010-00-41190	LICENSES	1,100.00	0.00	0.00	1,100.00	0.00
010-00-41200	LIQUOR TAX	58,924.00	4,067.15	4,067.15	54,856.85	6.90
010-00-41210	VEHICLE IMPOUND	1,500.00	90.00	90.00	1,410.00	6.00
010-00-41220	MISC. FEES	2,000.00	197.25	197.25	1,802.75	9.86
010-00-41230	MISC. PERMITS	800.00	145.00	145.00	655.00	18.12
010-00-41240	PARKING FINES	6,000.00	473.00	473.00	5,527.00	7.88
010-00-41250	PARKING DISTRICT	0.00	0.00	0.00	0.00	0.00
010-00-41260	PLANNING FEES	15,000.00	3,550.00	3,550.00	11,450.00	23.67
010-00-41270	PARKING METERS/RENTAL SPAC	13,000.00	2,100.00	2,100.00	10,900.00	16.15
010-00-41280	POLICE RESERVE FEES	0.00	0.00	0.00	0.00	0.00
010-00-41281	Business Registration Fees	36,000.00	6,825.00	6,825.00	29,175.00	18.96



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
010-00-41282	BUSINESS REGISTRATION SURCH	10,000.00	2,012.50	2,012.50	7,987.50	20.12
010-00-41285	Admin Fee Muni Court	6,500.00	432.00	432.00	6,068.00	6.65
010-00-41290	INSURANCE/PROPERTY DAMAGE	10,000.00	0.00	0.00	10,000.00	0.00
010-00-41300	PROPERTY TAX / CURRENT	505,000.00	3,104.73	3,104.73	501,895.27	0.61
010-00-41310	PROPERTY TAX / PRIOR	15,000.00	1,661.34	1,661.34	13,338.66	11.08
010-00-41360	RURAL FIRE DISTRICT	0.00	0.00	0.00	0.00	0.00
010-00-41370	FIRE RESCUE FEES	0.00	0.00	0.00	0.00	0.00
010-00-41390	SPECIAL REVENUES	0.00	0.00	0.00	0.00	0.00
010-00-41410	Lien Search Revenue	100.00	0.00	0.00	100.00	0.00
010-00-41420	Property Purch./Bldg. Res.Bal.	8,000.00	4,955.58	4,955.58	3,044.42	61.94
010-00-41425	Transit/Visitor Center Rent	8,400.00	700.00	700.00	7,700.00	8.33
010-00-41430	TRANSFERS	0.00	0.00	0.00	0.00	0.00
010-00-41440	USER FEES	0.00	0.00	0.00	0.00	0.00
010-00-41460	OCD GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
010-00-41470	FRANCHISE/CITY SANITARY	1,500.00	40.00	40.00	1,460.00	2.67
010-00-41480	FRANCHISE/CABLE T.V.	0.00	0.00	0.00	0.00	0.00
010-00-41490	FRANCHISE/TILLAMOOK PUD	385,000.00	24,739.46	24,739.46	360,260.54	6.43
010-00-41500	FRANCHISE/UNITED TELEPHONE	44,000.00	13,014.52	13,014.52	30,985.48	29.58
010-00-41505	Franchise/Water-Sewer Util	63,000.00	5,363.40	5,363.40	57,636.60	8.51
010-00-41510	GRANT/MARINE BRD/CARNAHAN	0.00	0.00	0.00	0.00	0.00
010-00-41560	GRANT/TRAFFIC SAFETY	25,300.00	0.00	0.00	25,300.00	0.00
010-00-41570	FEMA/DAYCARE/HEADSTART DA	0.00	0.00	0.00	0.00	0.00
010-00-41575	COPS GRANT	0.00	0.00	0.00	0.00	0.00
010-00-41590	FROM SEWER DEPT. 2200	0.00	0.00	0.00	0.00	0.00
010-00-41610	CAMI	15,000.00	1,250.00	1,250.00	13,750.00	8.33
010-00-41615	TNT Officer O/T Reimbsmt	0.00	0.00	0.00	0.00	0.00
010-00-41620	SCHOOL DIST #9	0.00	0.00	0.00	0.00	0.00
010-00-41625	PROPERTY INCOME	25,000.00	1,370.00	1,370.00	23,630.00	5.48
010-00-41630	Police/Special Projects	0.00	0.00	0.00	0.00	0.00
010-00-41640	COUNTY ANIMAL CONTROL	16,000.00	1,333.34	1,333.34	14,666.66	8.33
010-00-41650	URBAN RENEWAL ADMIN REIMB	39,658.00	1,516.50	1,516.50	38,141.50	3.82
010-00-41660	Internal Service Charges	187,016.00	0.00	0.00	187,016.00	0.00
010-00-41960	STATE REV SHARING	41,256.00	0.00	0.00	41,256.00	0.00
010-00-41970	FROM TRANS ROOM TAX	122,500.00	0.00	0.00	122,500.00	0.00
010-00-41980	FROM CARNAHAN PARK	0.00	0.00	0.00	0.00	0.00
010-00-41990	TRANS FROM TRT UNRESTRICTE	20,100.00	0.00	0.00	20,100.00	0.00
010 Totals:		1,825,859.00	91,732.85	91,732.85	1,734,126.15	5.02
020	STREETS					
020-00-41170	INVESTMENT EARNINGS	125.00	23.48	23.48	101.52	18.78
020-00-41220	MISC. FEES	200.00	292.31	292.31	(92.31)	146.15
020-00-41400	STATE GAS TAX	158,930.00	15,379.43	15,379.43	143,550.57	9.68
020-00-41410	CITY SANITARY FRANCHISE	33,600.00	8,464.38	8,464.38	25,135.62	25.19

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
020-00-41430	TRANSFERS FROM GENERAL FUN	0.00	0.00	0.00	0.00	0.00
020-00-41440	Franchise/Charter (for Parks)	30,000.00	7,375.87	7,375.87	22,624.13	24.59
020-00-41450	Balance from Bike/Ped Fund	14,325.00	19,086.12	19,086.12	(4,761.12)	133.24
020-00-41460	SCA Grant	25,000.00	0.00	0.00	25,000.00	0.00
020-00-41470	IFA Planning Grant	20,000.00	0.00	0.00	20,000.00	0.00
020-00-41480	Fuel Bus Lic.Fund Balance	25,000.00	119,108.09	119,108.09	(94,108.09)	476.43
020-00-41500	FROM LOCAL FUEL TAX FUND #2	120,000.00	10,423.76	10,423.76	109,576.24	8.69
020-00-41550	FLOOD MITIGATION REIMBSMT	0.00	0.00	0.00	0.00	0.00
020-00-41570	TRANSFER IN FROM SEWER 2200	5,000.00	0.00	0.00	5,000.00	0.00
020-00-41580	TRANSFER FROM PROPERTY PUR	0.00	0.00	0.00	0.00	0.00
020-00-41585	Carnahan Park Balance	1,200.00	1,040.76	1,040.76	159.24	86.73
020-00-41586	Carnahan Park User Fees	2,500.00	0.00	0.00	2,500.00	0.00
020-00-41590	TRANSFER FROM CARNAHAN PA	6,500.00	0.00	0.00	6,500.00	0.00
020-00-41595	Linden Drive LID Assessments	4,200.00	0.00	0.00	4,200.00	0.00
020-00-41600	TRANS IN FROM TRT-Events Labor	5,000.00	0.00	0.00	5,000.00	0.00
020-00-41610	1% BIKE/PEDWAYS GAS TAX	1,605.00	233.02	233.02	1,371.98	14.52
020-00-41615	OTIA I, II & III	118,736.00	7,689.72	7,689.72	111,046.28	6.48
020 Totals:		571,921.00	189,116.94	189,116.94	382,804.06	33.07
021	WATER FUND					
021-00-41440	SDC Reserve	0.00	0.00	0.00	0.00	0.00
021-00-41570	FROM SEWER FUND	34,000.00	0.00	0.00	34,000.00	0.00
021-00-41580	FROM STREET FUND	0.00	0.00	0.00	0.00	0.00
021-01-40000	AVAILABLE FUND BALANCE	1,205,500.00	0.00	0.00	1,205,500.00	0.00
021-01-41160	Anticipated SDC Income	5,000.00	3,232.07	3,232.07	1,767.93	64.64
021-01-41170	INTEREST INCOME	500.00	132.58	132.58	367.42	26.52
021-01-41200	EQUIP PURCHASE BY STREET FU	0.00	0.00	0.00	0.00	0.00
021-01-41220	EQUIP PURCHASE BY STREET FU	0.00	0.00	0.00	0.00	0.00
021-01-41400	WATER REVENUE	1,315,352.00	97,561.96	97,561.96	1,217,790.04	7.42
021-01-41410	CONNECTION FEES	1,500.00	811.00	811.00	689.00	54.07
021-01-41415	LABOR AND EQUIP	500.00	0.00	0.00	500.00	0.00
021-01-41420	RECONNECTS	1,000.00	122.57	122.57	877.43	12.26
021-01-41425	GIS GRANT	0.00	0.00	0.00	0.00	0.00
021-01-41430	MISCELLANEOUS INCOME	6,400.00	5,670.00	5,670.00	730.00	88.59
021-01-41445	LOAN REPAYMENT FROM GEN F	14,280.00	0.00	0.00	14,280.00	0.00
021-01-41500	TRANSFER FROM GEN FUND	0.00	0.00	0.00	0.00	0.00
021-01-41550	FLOOD MITIGATION REIMBSMT	100.00	0.00	0.00	100.00	0.00
021-01-41570	TRANSFER FROM SEWER FUND	0.00	0.00	0.00	0.00	0.00
021-10-40000	AVAILABLE FUND BALANCE	0.00	0.00	0.00	0.00	0.00
021-20-41440	SYSTEM DEVELOPMENT CHARGE	0.00	0.00	0.00	0.00	0.00

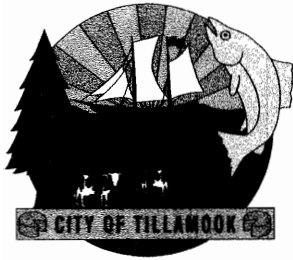
Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
021 Totals:		2,584,132.00	107,530.18	107,530.18	2,476,601.82	4.16
022	SEWER					
022-00-41080	Loan Reserve Carryover	0.00	0.00	0.00	0.00	0.00
022-00-41090	CONNECTION FEE	5,000.00	1,225.00	1,225.00	3,775.00	24.50
022-00-41150	SPECIAL PW LOAN/ANDERSON P	0.00	0.00	0.00	0.00	0.00
022-00-41170	INVESTMENT EARNINGS	1,500.00	525.46	525.46	974.54	35.03
022-00-41220	MISC. FEES	400.00	0.00	0.00	400.00	0.00
022-00-41390	SPECIAL REVENUES	2,000.00	121.10	121.10	1,878.90	6.05
022-00-41440	USER FEES	1,906,269.00	170,583.49	170,583.49	1,735,685.51	8.95
022-00-41445	LOAN REPAYMENT FROM STREE	12,240.00	0.00	0.00	12,240.00	0.00
022-00-41450	DEQ MANDATED SVC. #2	0.00	0.00	0.00	0.00	0.00
022-00-41460	DEQ FACILITIES PLAN #3	0.00	0.00	0.00	0.00	0.00
022-00-41470	DEQ LOAN #4 - ENG.-R91565	0.00	0.00	0.00	0.00	0.00
022-00-41480	DEQ LOAN #5-R91566	0.00	0.00	0.00	0.00	0.00
022-00-41490	DEQ LOAN #6	0.00	0.00	0.00	0.00	0.00
022-00-41495	DEQ Loan w/Forgiveness	1,500,000.00	0.00	0.00	1,500,000.00	0.00
022-00-41500	CDBG GRANT	0.00	0.00	0.00	0.00	0.00
022-00-41550	OECD LOAN	0.00	0.00	0.00	0.00	0.00
022-00-41600	OECD GRANT	0.00	0.00	0.00	0.00	0.00
022 Totals:		3,427,409.00	172,455.05	172,455.05	3,254,953.95	5.03
050	URBAN RENEWAL DISTRICT					
050-00-41150	GRANTS & DONATIONS	0.00	0.00	0.00	0.00	0.00
050-00-41170	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
050-00-41190	SHORT TERM LOAN	0.00	0.00	0.00	0.00	0.00
050-00-41300	PROPERTY TAXES CURRENT	0.00	0.00	0.00	0.00	0.00
050-00-41310	PROPERTY TAXES PRIOR	0.00	0.00	0.00	0.00	0.00
050 Totals:		0.00	0.00	0.00	0.00	0.00
055	URBAN REN DIST DEBT SERVICE					
055-00-41150	GRANTS & DONATIONS	0.00	0.00	0.00	0.00	0.00
055-00-41170	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00
055-00-41180	LAND SALES	0.00	0.00	0.00	0.00	0.00
055-00-41190	SHORT TERM LOAN	0.00	0.00	0.00	0.00	0.00
055-00-41300	PROPERTY TAXES (CURRENT)	0.00	0.00	0.00	0.00	0.00
055-00-41310	PROPERTY TAXES PRIOR	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
070	055 Totals:	0.00	0.00	0.00	0.00	0.00
070-00-35000	TRANSIENT ROOM TAX	0.00	0.00	0.00	0.00	0.00
070-00-41150	SUPPLEMENTAL BUDGET REVEN	0.00	0.00	0.00	0.00	0.00
070-00-41160	MISC. GRANTS	0.00	0.00	0.00	0.00	0.00
070-00-41170	HOTEL/MOTEL TAX	315,000.00	23,102.75	23,102.75	291,897.25	7.33
070-00-41200	INVESTMENT EARNINGS	40.00	6.12	6.12	33.88	15.30
070-00-41220	TRANSIT/VISITOR CTR RENT	0.00	0.00	0.00	0.00	0.00
070-00-41230	MISC. FEES	10.00	0.00	0.00	10.00	0.00
	ADD'L 1% TRT TAX	35,000.00	895.23	895.23	34,104.77	2.56
070 Totals:		350,050.00	24,004.10	24,004.10	326,045.90	6.86
091	COM DEV BLOCK GRANT	0.00	0.00	0.00	0.00	0.00
091-00-41170	INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
091-00-41200	WCC PROPERTY INCOME	0.00	0.00	0.00	0.00	0.00
091-00-41400	CDBG - WOMEN'S CRISIS CENTER	0.00	0.00	0.00	0.00	0.00
091-00-41415	FEMA	600,000.00	0.00	0.00	600,000.00	0.00
091-00-41425	WCC C06015 CDBG	0.00	0.00	0.00	0.00	0.00
091-00-41430	C.A.R.E./FAMILY RESOURCE CTR.	0.00	0.00	0.00	0.00	0.00
091 Totals:		600,000.00	0.00	0.00	600,000.00	0.00
095	EMPLOYEE HEALTH	0.00	0.00	0.00	0.00	0.00
095-00-41170	INVESTMENT EARNINGS	0.00	0.00	0.00	0.00	0.00
095-00-41430	TRANSFERS	0.00	0.00	0.00	0.00	0.00
095 Totals:		0.00	0.00	0.00	0.00	0.00
096	911 COMMUNICATIONS	23,500.00	6,206.17	6,206.17	17,293.83	26.41
096-00-41390	SPECIAL REVENUES					
096 Totals:		23,500.00	6,206.17	6,206.17	17,293.83	26.41
100	BAIL	0.00	0.00	0.00	0.00	0.00
100-00-41220	MISC. FEES					

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
	100 Totals:	0.00	0.00	0.00	0.00	0.00
	Report Totals:	9,382,871.00	591,045.29	591,045.29	8,791,825.71	6.30

Account	Description	Budgeted Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
010	GENERAL					
010-01	MAYOR AND COUNCIL	57,600.00	0.00	8,642.24	0.00	8,642.24
010-03	CITY RECORDER	436,908.00	0.00	20,335.87	0.00	20,335.87
010-04	MUNICIPAL COURT	60,980.00	0.00	3,927.94	0.00	3,927.94
010-05	PLANNING	92,500.00	0.00	6,891.54	0.00	6,891.54
010-07	POLICE	1,053,379.00	0.00	67,748.44	0.00	67,748.44
010-10	CITY HALL	119,040.00	0.00	5,228.22	0.00	5,228.22
	010 Totals:	1,820,407.00*	0.00*	112,774.25*	0.00*	112,774.25*
020	STREETS					
020-20	Expense	607,011.00	0.00	37,840.87	0.01	37,840.86
	020 Totals:	607,011.00*	0.00*	37,840.87*	0.01*	37,840.86*
021	WATER FUND					
021-01	OFFICE OPERATING	156,883.00	0.00	13,171.01	0.00	13,171.01
021-02	SHOP OPERATING	486,840.00	0.00	31,013.68	0.00	31,013.68
021-03	VEHICLE MTCE	60,500.00	0.00	4,874.70	0.00	4,874.70
021-04	FILTER PLANT OPS	70,000.00	0.00	2,256.56	0.00	2,256.56
021-05	WELLS OPERATION	21,000.00	0.00	801.02	0.00	801.02
021-06	SYSTEM REPAIR/UPGRADE	878,000.00	0.00	23,060.32	0.00	23,060.32
021-07	CAPITAL OUTLAY	282,000.00	0.00	144,398.00	0.00	144,398.00
	021 Totals:	2,446,702.00*	0.00*	219,575.29*	0.00*	219,575.29*
022	SEWER					
022-10	DEBT SERVICE	1,904,212.00	0.00	18,633.00	0.00	18,633.00
022-22	EXPENSE	1,738,556.00	0.00	89,951.19	0.00	89,951.19
	022 Totals:	3,642,768.00*	0.00*	108,584.19*	0.00*	108,584.19*
050	URBAN RENEWAL DISTRICT					
055	URBAN REN DIST DEBT SERVICE					
070	TRANSIENT ROOM TAX					
070-70	EXPENSE	350,050.00	0.00	14,143.25	0.00	14,143.25
	070 Totals:	350,050.00*	0.00*	14,143.25*	0.00*	14,143.25*
091	COM DEV BLOCK GRANT					
096	911 COMMUNICATIONS					
096-96	(No Description)	23,500.00	0.00	6,206.17	0.00	6,206.17
	096 Totals:	23,500.00*	0.00*	6,206.17*	0.00*	6,206.17*
100	BAIL					

<u>Account</u>	<u>Description</u>	<u>Budgeted Amount</u>	<u>Beginning Balance</u>	<u>Debit This Period</u>	<u>Credit This Period</u>	<u>Ending Balance</u>
	Report Totals:	9,490,438.00**	0.00**	499,124.02**	0.01**	499,124.01**



## **STAFF REPORT CITY OF TILLAMOOK**

**TO:** Honorable Mayor and Members of City Council

**FROM:** Paul Wyntergreen, City Manager

**DATE:** August 9, 2011

**SUBJECT:** **GENERAL REPORT**

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- It has been some time since my last General Report due to the intense number of changes that the City has been going through with Strategic Plan, budget, employee handbook, fiscal policies, and Council Rules adoptions, along with a variety of other miscellaneous actions. This flurry of activity has subsided somewhat, although there are many balls still in the air.
- With this Council meeting's actions, the contracts for Attorney, IT and Janitorial Services will have been finalized and operational. The engineering contracts for the Stormwater Master Plan and the Third Street Waterline extension have been signed and are underway (the IFA grant/loan on Monday's agenda will facilitate the Master Plan project and the affiliated Storm Drain System Development Charges). I have also engaged the R Brown Consulting Group to assist the City as construction scheduling experts in the Wastewater Treatment Plant dispute and established a pass-through agreement with the County to facilitate the completion of their Hazard Mitigation Plan update by the end of October.
- Now that Councilor Sandusky has conducted a Fair Housing class at the YMCA, I have submitted the close-out information for the Women's Resource Center grant to the CDBG program.
- I have nearly completed my one-on-one meetings with every employee and hope to be done within this next month.
- I have worked with the Chamber of Commerce on the Garage Sale Day and they have indicated that they would like to organize it to roll-out on Sept. 17.
- The culvert clean-out at Miller Avenue is completed and now the next steps need to be determined since the culvert outlets are lower than the downstream creekbed and will only fill up with silt again unless further remediation work is done. The Division of State Lands has been contacted as to what options we might have. With Dr. Emmanuel's leaving his position at OSU Extension, the Holden Creek working group will need to be reorganized and revitalized. Perhaps this is an area in which to bring the local Ministry efforts to bear. There are Technical Assistance planning grants available and Planning staff is looking into the potential for getting some assistance through that opportunity, in addition to a Tillamook Estuaries Partnership grant which is due 9/12/11.



## MONTHLY STAFF REPORT:

*August 9, 2011*

Page 2 of 2

- The Planning Commission has completed their work program (attached) and is beginning an overhaul of the Comprehensive Plan as directed by you, along with launching their citizen outreach for the Parks Master Plan.
- Also attached, is an expense comparison that supports the contentions made as to the efficiency measures that our WWTP supervisor has made.
- At your next Council meeting, staff hopes to be bringing forward recommendations for an Engineer of Record and next year's Auditor.
- An Analysis of all Telephone expenses is underway at the staff level in accordance with the cell phone policies of the new Employee Handbook and we hope to bring a proposal to you in September.
- The Associations Committee will be holding its first partnership meeting Tuesday night for the purpose of shaping and coordinating economic development plans with a large number of organizations.
- The Beautification Committee will be meeting soon to discuss an Oregon Arts Build Communities Grant (due Oct. 1) and PUD/TRT grant requests for Goodspeed Playground Equipment.
- With the DEQ completing their environmental analysis of the potential Schmidt property donation, we are ready to proceed with acceptance of the property.
- The Public Works Committee will meet on the 18<sup>th</sup> to review the Engineer of Record Responses, the Duty Vehicle Use Policies, potential sewer upgrades, and a service exchange Letter to the Fairview Water District.
- In response to your desire to coordinate development with the Port of Tillamook Bay (POTB), the Public Works Director and I are preparing a scope of work for water transmission/capacity improvement that can be prepared by one of the 3 engineers currently making proposals under a POTB waterline contract. We are reviewing our existing 1973 POTB district agreement for capacity limitations and whether they will need to be adjusted as part of a Treat & Transport agreement. The Port is also sending us the # of existing POTB sewer services and quantity information at lagoons, which we will use with Pelican estimates to calc new external sewer rates. Eventually, this will lead to a new agreement with the POTB that will soon be brought to you and will address financing/construction of capacity improvements, sewer extensions, assumption of POTB's collection system, and easements over POTB rights-of-way.
- In September, I am planning to prepare an Asset Management Plan, along with five-year projections for City and Urban Renewal for long-range planning purposes that will guide the future of the Police Department, City Parks, downtown revitalization, and other City services.

Planning Commission Proposed Timeline for and Prioritization of Planning Projects for 2011, 2012

MONTHS PROJECTS	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>BEYOND 2011</u>
<u>GUIDING DOCUMENTS</u>						
BYLAWS						
PARKS AND REC MASTER PLAN						
COMPREHENSIVE PLAN AMENDMENT						
TOWN CENTER PLAN AMENDMENT						
<u>CURRENT PLANNING</u>						
LAND USE APPLICATIONS (Bimart, TPUD, other)						
<u>DETAIL DOCUMENTS</u>						
ZONING ORDINANCE AMENDMENTS (such as Sections 4, 17, 1, 23, 24, 26)						
STREET STANDARD REVISIONS						

# Memo

City of Tillamook  
210 Laurel Avenue  
Tillamook, OR 97141



**To: Arley Sullivan, Public Works Director, City of Tillamook**

**From: Mary Tucker, Accounts Payable, City of Tillamook**

**Date: July 22, 2011**

**Re: Biosolids expense comparison**

Dear Arley,

Per your request, I ran the payable reports on Port of Tillamook Bay, Zwald Transport, Ferrellgas and CHS (Cenex) for the 2009-2010 and 2010-2011 fiscal years to show a biosolids expense comparison. The information is as follows:

	<b>2009-2010</b>	<b>2010-2011</b>
Port of Tillamook Bay Biosolids receiving	\$109,329.80	\$51,942.00
Zwald Transport, Inc. Biosolids hauling	\$ 13,385.00	\$ 6,270.00
Ferrellgas & CHS(Cenex) Propane	<u>\$ 32,970.73</u>	<u>\$12,441.88</u>
<b>TOTALS</b>	<b>\$155,685.53</b>	<b>\$ 70,653.88</b>

**DIFFERENCE: \$85,031.65**

Enclosed is a copy of the spreadsheet that Vern and I worked up showing the expenses from September 2008 through to June 2011. The fiscal year totals on the spreadsheet will vary somewhat from the above listed totals due to expenses that were created in one fiscal year and paid from another.

If you have any questions or I may be of further assistance, please let me know.

Thanks,

Mary Tucker  
Accts Payable, Admin. Assist.  
City of Tillamook

# Tillamook Wastewater Plant Sludge Expenses

Date	Gallons Hauled	Port Cost	Zwald Cost	Propane	Total Cost	
Sept 2008	-	-	-	1,357.86	1,357.86	Holding sludge in tanks Sept '08 - Jan '09
Oct 2008	-	-	-	1,936.32	1,936.32	
Nov 2008	-	-	-	2,001.79	2,001.79	Vern Running
Dec 2008	-	-	-	1,651.11	1,651.11	Old Plant
Jan 2009	-	-	-	1,935.05	1,935.05	
Feb 2009	33,000	4,580.40	825.00	3,379.32	8,784.72	
Mar 2009	33,000	3,960.00	825.00	1,627.12	6,412.12	Total Cost for 16 Month Period
Apr 2009	-	-	-	2,026.00	2,026.00	\$ 106,581.31
May 2009	49,500	6,259.00	1,402.50	1,254.65	8,916.15	
Jun 2009	-	-	-	547.10	547.10	
July 2009	99,000	23,722.60	1,395.00	792.50	25,910.10	
Aug 2009	-	-	-	1,903.87	1,903.87	
Sept 2009	38,500	6,547.20	1,155.00	2,075.59	9,777.79	Vern Running
Oct 2009	99,000	13,138.40	2,420.00	3,084.62	18,643.02	New Plant On Line
Nov 2009	44,000	5,280.00	770.00	4,124.23	10,174.23	
Dec 2009	-	-	-	4,604.08	4,604.08	
Jan 2010	88,000	10,945.00	1,540.00	4,235.12	16,720.12	
Feb 2010	192,500	23,584.00	2,887.50	3,629.75	30,101.25	Kennedy Jenks Running the New Plant
Mar 2010	71,500	8,683.00	1,072.50	3,957.24	13,712.74	
Apr 2010	71,500	9,147.60	1,072.50	2,609.67	12,829.77	Total Cost for 9 Month Period
May 2010	68,500	8,282.00	1,072.50	4,191.04	13,545.54	\$ 128,873.91
Jun 2010	55,000	6,600.00	825.00	807.03	8,232.03	
July 2010	99,000	11,880.00	1,485.00	-	13,365.00	
Aug 2010	93,500	11,220.00	1,402.50	-	12,622.50	
Sept 2010	55,000	6,600.00	825.00	319.96	7,744.96	
Oct 2010	-	-	-	818.95	818.95	
Nov 2010	-	-	-	1,304.26	1,304.26	
Dec 2010	-	-	-	1,868.68	1,868.68	Vern Running the New Plant
Jan 2011	-	-	-	1,420.50	1,420.50	
Feb 2011	-	-	-	1,604.65	1,604.65	Total Cost for 9 Month Period
Mar 2011	60,500	8,294.00	907.50	2,107.20	11,308.70	\$ 38,462.50
Apr 2011	-	-	-	800.80	800.80	
May 2011	55,000	7,348.00	825.00	1,300.92	9,473.92	
Jun 2011	49,500	9,020.00	742.50	99.54	9,862.04	

	2009-2010	2010-2011
Total	166,154.54	72,194.96
Port	115,929.80	54,362.00
Zwald	14,210.00	6,187.50
Propane	36,014.74	11,645.46
<b>Difference</b>		93,959.58

# Memo

City of Tillamook  
210 Laurel Avenue  
Tillamook, OR 97141



FYI

**To:** City Manager Paul Wyntergreen  
**From:** David Mattison, *DM* City Planner  
**Cc:** Arley Sullivan, City Public Works Director  
**Date:** 08/09/11  
**Re:** Inventory of Vacant Houses in the City

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On August 1, 2011, the City Public Works Director and I, the City Planner, took an inventory of vacant housing in the City. There are a couple of reasons for obtaining this information: concerns from the City Water Division regarding the loss in revenue and reduction in water consumption by the City residents and concerns from the City Planning Department on the effects of the recession on the City.

The inventory was undertaken through 'drive-by' observations done on a property-by-property, house-by-house, block-by-block, street-by-street basis. Vacant houses are usually those with overgrown lawns and unmaintained vegetation, dust and cobweb build-up on window panes, unoccupied (vacant) interiors, unused/unmanaged off-street parking areas, the placement of 'For Sale', 'For Rent' signs in the front lawn, and a general overall appearance of abandonment. However, a house with a 'For Sale' sign in the yard that is occupied was not included in this inventory as a vacant dwelling.

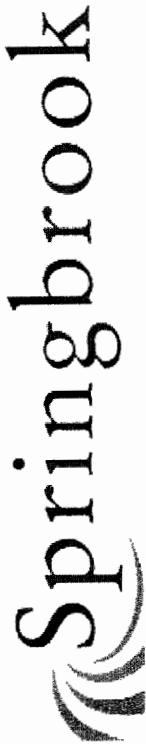
The houses that were counted in this inventory include vacant single-family dwellings, and individual dwelling units in duplexes and triplexes. Multi-family units, such as apartments, were not included. That number can be obtained from each complex management separately.

According to the Federal Census figures there are approximately 2,248 dwelling units in the City of Tillamook. On August 1, 2011 under the City's inventory, between 75 and 80 dwelling units in the City are vacant (not including apartments).

Thank you! ☺

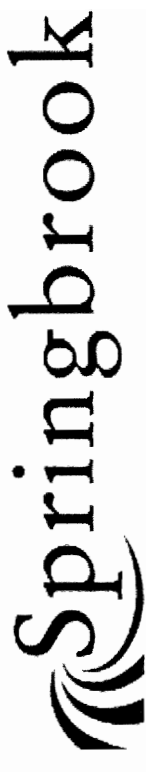
Accounts Payable  
Computer Check Proof List

User: adm  
Printed: 08/02/2011 - 10:22 AM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0526	Tillamook Chamber of Commerce				
July '11-10%	10% TRT, July 2011	2,399.80	08/02/2011	Check Sequence: 1	ACH Enabled: No
	Check Total:	2,399.80		070-70-53360	
	Total for Check Run:	2,399.80			
	Total Number of Checks:	1			

# Accounts Payable Computer Check Proof List



User: adm  
Printed: 08/10/2011 - 12:52 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4387 3476	All Starr Signs Redo all lettering on orange box van-Swr Check Total:	535.00 535.00	08/15/2011	Check Sequence: 1 022-22-53230	ACH Enabled: No
Vendor:0041 I 011157	Bell's Office Machines Multiple lg copies-Plans for Fawcett Ck Check Total:	29.10 29.10	08/15/2011	Check Sequence: 2 021-06-55065	ACH Enabled: No
Vendor:4924 8.3.11-CITY 8.3.11-ST DEPT	Blue Heron Vending & Coffee Se August 2011 cooler rental-City August 2011 cooler rental-St Dept. Check Total:	10.00 10.00 20.00	08/15/2011 08/15/2011	Check Sequence: 3 010-10-53240 020-20-53200	ACH Enabled: No
Vendor:3075 887899-02	Blumenthal Uniform & Equipment (2)pant&shirt,emblems etc.notebk cvr-AM Check Total:	387.10 387.10	08/15/2011	Check Sequence: 4 010-07-53410	ACH Enabled: No
Vendor:0028 12-50771 12-50806 12-50810 12-50861 12-50934 12-50986 12-51042	Boyd's Implement Service, LLC Linch pin-Wtr Replace wheel bearings on trailer-Wtr Weld highway plate lifting pad-Wtr 4" cam lock-WWTP Repair sewer pump-WWTP Work on sweeper rear motor Work on pump,screw, washer,drill bits-Swr Check Total:	2.00 348.84 90.00 23.27 111.80 481.00 193.29 1,250.20	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	Check Sequence: 5 021-02-53211 021-03-53252 021-02-53211 022-22-53230 022-22-53210 020-20-53210 022-22-53230	ACH Enabled: No
Vendor:4478 7.21.11 Stmt-1 7.21.11 Stmt-10	CenturyLink Communications, In #313702676(503-842-4155) WWTP #313872498(503-815-1900) Police Fax	220.17 42.92	08/15/2011 08/15/2011	Check Sequence: 6 022-22-53420 010-07-53420	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
7.21.11 Stmt-11	#313814761(503-815-8217) Mailer/DSL	98.17	08/15/2011	010-01-53050	
7.21.11 Stmt-12	#313406400(503-842-2161) Swr Lift St	40.76	08/15/2011	022-22-53420	
7.21.11 Stmt-13	#313364492(503-842-2091) Swr Lift Statio	40.76	08/15/2011	022-22-53420	
7.21.11 Stmt-14	#313436814(503-842-2578) Swr Lift St	40.76	08/15/2011	022-22-53420	
7.21.11 Stmt-2	#313245010(503-842-7706) 12th St Lift St	49.53	08/15/2011	022-22-53420	
7.21.11 Stmt-3	#313404083(503-842-6152) St Dept Shop	164.95	08/15/2011	020-20-53420	
7.21.11 Stmt-4	#313230169(503-842-2463) Water Shop	52.18	08/15/2011	021-01-53420	
7.21.11 Stmt-5	#314301992(503-842-0717) Water Div	35.69	08/15/2011	021-01-53420	
7.21.11 Stmt-6	#313271983(503-842-9427) Water Div	23.22	08/15/2011	021-01-53420	
7.21.11 Stmt-7	#314146376(503-842-3060) Water Plant	174.76	08/15/2011	021-01-53420	
7.21.11 Stmt-8	#313657338(503-842-2343) Water Office	236.38	08/15/2011	021-01-53420	
7.21.11 Stmt-9	#313327154(503-842-0576) Water Div	16.65	08/15/2011	021-01-53420	
	Check Total:	1,236.90			
Vendor:4830	Cessco Construction Equipment			Check Sequence: 7	ACH Enabled: No
306435	Chain & bar for concrete saw-Wtr Div	803.75	08/15/2011	021-02-53250	
306910	PowerGrit 20" chain-Wtr Div	413.37	08/15/2011	021-02-53250	
	Check Total:	1,217.12			
Vendor:4222	CH2M Hill, Inc.			Check Sequence: 8	ACH Enabled: No
A11-1404	Various samples 7/8/11-WWTP	355.00	08/15/2011	022-22-53440	
	Check Total:	355.00			
Vendor:0102	City Sanitary Service			Check Sequence: 9	ACH Enabled: No
July '11 Stmt-1	WWTP garbage, Acct 05048, July 2011	167.35	08/15/2011	022-22-53210	
July '11 Stmt-2	17 City Garbage cans, Acct 04498, 7/11	268.60	08/15/2011	070-70-53370	
July '11 Stmt-3	Police Garbage, Acct 04248 July 2011	45.60	08/15/2011	010-07-53200	
July '11 Stmt-4	Goodspeed Pk, Acct 05835, July 2011	92.70	08/15/2011	020-20-53350	
	Check Total:	574.25			
Vendor:0103	Clyde West			Check Sequence: 10	ACH Enabled: No
215218	Sweeper suction tube replacement	430.51	08/15/2011	020-20-53210	
	Check Total:	430.51			
Vendor:0089	Coast Printing and Stationary			Check Sequence: 11	ACH Enabled: No
H1304	3 boxes white chalk-St Dpt	3.98	08/15/2011	020-20-53340	
H1414	1 Post-it easel pad-PD	20.75	08/15/2011	010-07-53270	
H1445	10 certificates-PD	2.50	08/15/2011	010-07-53270	
H1599	1000 #10 window env.-Wtr Office	91.70	08/15/2011	021-02-53270	
H1614	500 bus. cards-Bonar	89.90	08/15/2011	010-07-53270	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4442 5649	Check Total:  CoastCom, Inc. Aug '11 Dark fiber & internet serv. - PD Check Total:	208.83  100.00 100.00	08/15/2011	Check Sequence: 12 010-07-53420	ACH Enabled: No
Vendor:4804 1001 1001 1001 1001 1001	Computer Support & Services, L IT Contract July 2011 IT Contract July 2011 IT work over contracted amount-General IT Contract July 2011 IT work over contracted amount-Water Check Total:	250.00 250.00 215.62 250.00 215.63 1,181.25	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	Check Sequence: 13 021-04-53250 010-10-53240 010-10-53240 022-22-53240 021-06-55065	ACH Enabled: No
Vendor:6000 67857-072911	DMV Records Policy Unit Vehicle records,photo lineups-July '11 Check Total:	11.00 11.00	08/15/2011	Check Sequence: 14 010-07-53720	ACH Enabled: No
Vendor:4224 6112-1073	Don G. Averill Recycling Inc. 1 Cu Yd recycle-WWTP Check Total:	8.00 8.00	08/15/2011	Check Sequence: 15 022-22-53230	ACH Enabled: No
Vendor:4514 82795 82878	EC Electrical Construction Co. 1180 N Main-check controls-WWTP Transfer switch for Well #2 Check Total:	89.91 2,005.93 2,095.84	08/15/2011 08/15/2011	Check Sequence: 16 022-22-53470 021-06-55065	ACH Enabled: No
Vendor:4826 293660 307932 661916 7.22.11 7.6.11 821297 971733 FY'11-'12 FY11-12 FY2011-2012	First Bankcard Shipping-water samples-WWTP Table & extension cord-WWTP Paint-WWTP Cooler rental Jy '11, water, less ret. Rural Comm. Assist. Corp training-AS Cord set, lab ice-WWTP Car charger-AS OMFOA Membership FY11-12-Wilson Tillamookor.gov-renewal FY11-12 OMFOA Membership FY11-12-Sorensen	36.41 51.98 57.06 35.38 30.00 10.97 19.99 100.00 125.00 100.00	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	Check Sequence: 17 022-22-53300 022-22-53230 022-22-53230 022-22-53230 021-02-53070 022-22-53230 021-02-53211 010-03-53080 010-10-53240 010-03-53080	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	566.79			
Vendor:4347 S380633	Fluid Connector Products, Inc. Pipe fittings-Wtr Div Check Total:	121.78 121.78	08/15/2011	Check Sequence: 18 021-06-53020	ACH Enabled: No
Vendor:3071 6893	Fosmark Paint & Floor Covering Paint hose/paint machine-St Dpt Check Total:	194.95 194.95	08/15/2011	Check Sequence: 19 020-20-53210	ACH Enabled: No
Vendor:0196 56821 56945	Hallowell Loggers Supply, Inc. Weedeater head - Parks Weedeater string - Parks Check Total:	27.95 13.95 41.90	08/15/2011 08/15/2011	Check Sequence: 20 020-20-53350 020-20-53350	ACH Enabled: No
Vendor:5039 24310562	HSBC Business Solutions Fiberglass spade handle-Wtr Div Check Total:	69.99 69.99	08/15/2011	Check Sequence: 21 021-02-53211	ACH Enabled: No
Vendor:4783 07645623	ITT Water & Wastewater USA removed rental pump & install rebuilt Check Total:	672.00 672.00	08/15/2011	Check Sequence: 22 022-22-53220	ACH Enabled: No
Vendor:4301 CITY.07.18.11	Jane Scott Video Productions Video taping CC mtg 7/5 & 18/11. 2 DVDs Check Total:	520.00 520.00	08/15/2011	Check Sequence: 23 010-01-53050	ACH Enabled: No
Vendor:4901 8.15.11	Lonnie Jenck Flower bskt care Aug 1 to 15, 2011 Check Total:	1,428.00 1,428.00	08/15/2011	Check Sequence: 24 070-70-53375	ACH Enabled: No
Vendor:4182 14166	John H. Tuthill, Atty General legal/Fawcett Crk- July 2011 Check Total:	28.00 28.00	08/15/2011	Check Sequence: 25 021-06-55065	ACH Enabled: No
Vendor:4393 74378	Jordan Ramis, PC, Attys at Law WWTP legal serv 6/16 to 7/15/11	5,117.20	08/15/2011	Check Sequence: 26 022-22-53370	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0241 7068 7226 7244 7251 9606 9687 9854 9925	Check Total:  Kimmel's Hardwares & Houseware 6 ft tubing, fittings, washers & screws-Wtr 4 sawzall blades, key, drinking water-Wtr 20 wire nuts, 1 ballast-Wtr Div 12 pencils to make paint stencils-St Dpt Key copy-Wtr Div Sawzall blades (4), paint tools-Wtr Div (2) 50 ft sprinkler hoses-Parks Wire nuts-St Dpt Check Total:	5,117.20  20.50 126.73 36.99 17.88 2.00 106.44 23.98 3.50 338.02	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	Check Sequence: 27 021-04-53250 021-04-53250 021-04-53250 020-20-53340 021-02-53250 021-02-53250 020-20-53350 020-20-53210	ACH Enabled: No
Vendor:4472 CL61779 CL61779 CL61779	Marc Nelson Oil Products 01-0006091, Wtr fuel 7/15 to 7/31/11 01-0006091, WWTP fuel 7/15 to 7/31/11 01-0006091, Street fuel 7/15 to 7/31/11 Check Total:	590.28 188.89 466.08 1,245.25	08/15/2011 08/15/2011 08/15/2011	Check Sequence: 28 021-03-53140 022-22-53140 020-20-53140	ACH Enabled: No
Vendor:0481 8.1.11	Mark Taylor 3 hrs landscape maintenance- PD Check Total:	75.00 75.00	08/15/2011	Check Sequence: 29 010-07-53200	ACH Enabled: No
Vendor:0290 026957 027555 028043 028119 028200	NAPA Auto Parts Street shop torch tanks/oxy & acetylene Brake line/radial arm saw-St Dpt Capscrews & nuts (8)-Wtr Div JB Weld-Sweeper tube repair Fuel filter-sweeper rear motor Check Total:	33.50 2.91 5.20 5.69 13.69 60.99	08/15/2011 08/15/2011 08/15/2011 08/15/2011 08/15/2011	Check Sequence: 30 020-20-53210 020-20-53210 021-06-53020 020-20-53210 020-20-53210	ACH Enabled: No
Vendor:6004 11-201107	Net Assets Corporation Title Searches for the month of July '11 Check Total:	50.00 50.00	08/15/2011	Check Sequence: 31 010-10-53350	ACH Enabled: No
Vendor:4489 3603	New Age Car Wash 1 touch free wash-Wtr Div Check Total:	7.00 7.00	08/15/2011	Check Sequence: 32 021-03-53140	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4041 23186	Northstar Chemical, Inc. 11757.6 lbs sodium bisulfite 38%-WWTP Check Total:	4,860.62 4,860.62	08/15/2011	Check Sequence: 33 022-22-53040	ACH Enabled: No
Vendor:4927 20704	Northwest Crane Service & Part Annual crane serv. & inspection-WWTP Check Total:	821.99 821.99	08/15/2011	Check Sequence: 34 022-22-53380	ACH Enabled: No
Vendor:4609 316	Northwest Media Consultants Web services for July 2011 Check Total:	313.05 313.05	08/15/2011	Check Sequence: 35 010-10-53370	ACH Enabled: No
Vendor:4656 974949 975083B	Norwest Safety Climbing harnesses(2),(10)safety glasses Repair/recertify confined space equip-Wt Check Total:	994.50 619.50 1,614.00	08/15/2011 08/15/2011	Check Sequence: 36 021-02-53250 021-02-53250	ACH Enabled: No
Vendor:4926 07-11 #1299	NW Engineers 3rd St Water Main-July 2011 service Check Total:	4,045.62 4,045.62	08/15/2011	Check Sequence: 37 021-06-53060	ACH Enabled: No
Vendor:4824 3805-172609 3805-174764	O'Reilly Automotive, Inc. Headlight for #2110-Wtr Div Headlight for #2108-Wtr Div Check Total:	24.99 24.99 49.98	08/15/2011 08/15/2011	Check Sequence: 38 021-03-53140 021-03-53140	ACH Enabled: No
Vendor:5018 FY11-12	OCZMA OCZMA membership dues FY11-12 Check Total:	500.00 500.00	08/15/2011	Check Sequence: 39 010-01-53080	ACH Enabled: No
Vendor:4593 572365117001 572365117001 572594991001	Office Depot Portion of calculator tape Portion of calculator tape Name plates & holder-Reeves & Wilson Check Total:	5.01 1.67 18.22 24.90	08/15/2011 08/15/2011 08/15/2011	Check Sequence: 40 010-03-53270 021-02-53270 010-03-53270	ACH Enabled: No
Vendor:4081 859552	OfficeMax - A Boise Company Epson ink ctgs(3)-Casey	36.60	08/15/2011	Check Sequence: 41 010-04-53270	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0799	Check Total:	36.60			
1070188	One Call Concepts, Inc.				ACH Enabled: No
1070188	One Call TILL02 - Month of Jy 2011	25.08	08/15/2011	Check Sequence: 42	
1070188	One Call TILL01 - Month of Jy 2011	25.08	08/15/2011	020-20-53420	
	One Call TKWC01 - Month of Jy 2011	27.72	08/15/2011	022-22-53420	
	Check Total:	77.88		021-02-53260	
Vendor:0125	OR Dept of Environmental Qual				ACH Enabled: No
Int-R91562	Interest-Loan R91562	9,398.77	08/15/2011	Check Sequence: 43	
Int-R91563	Interest-Loan R91563	5,165.00	08/15/2011	022-10-56115	
Int-R91566	Interest-Loan R91566	2,122.00	08/15/2011	022-10-56125	
Prin-R91562	Principal-Loan R91562	79,270.53	08/15/2011	022-10-56155	
Prin-R91563	Principal-Loan R91563	10,645.00	08/15/2011	022-10-56110	
Prin-R91566	Principal-Loan R91566	4,440.00	08/15/2011	022-10-56120	
	Check Total:	111,041.30		022-10-56150	
Vendor:0336	OR Dept of Revenue				ACH Enabled: No
July '11	U A Assessment, July 2011	1,625.63	08/15/2011	Check Sequence: 44	
July 2011	LEMLA Assessment, July 2011	62.00	08/15/2011	010-00-41110	
	Check Total:	1,687.63		010-00-41080	
Vendor:4766	OR Government Ethics Commissio				ACH Enabled: No
GE 106385	OR Government Ethics Comm FY11-12	390.23	08/15/2011	Check Sequence: 45	
	Check Total:	390.23		010-01-53070	
Vendor:0857	Pepsi-Cola				ACH Enabled: No
80139372-322300	July 2011 cooler rent-City	10.00	08/15/2011	Check Sequence: 46	
80139373-322301	July 2011 cooler rent-St Dpt	10.00	08/15/2011	010-10-53240	
	Check Total:	20.00		020-20-53200	
Vendor:5045	Port of Tillamook Bay				ACH Enabled: No
390	Biosolids receiving 7/19 & 20/11	5,676.00	08/15/2011	Check Sequence: 47	
	Check Total:	5,676.00		022-22-53460	
Vendor:4470	PostaBox				ACH Enabled: No
7.22.11	Overnight shipment to Redding Police Dpt	27.93	08/15/2011	Check Sequence: 48	
	Check Total:	27.93		010-07-53300	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1107-721770	(2)4 tube T-8 ballast-St Dpt shop lights Check Total:	65.98 633.65	08/15/2011	020-20-53200	
Vendor:0433 2024596	Safeway, Inc 10-Pam spray,4 Dawn dish soap-St Dpt Check Total:	54.86 54.86	08/15/2011	Check Sequence: 54 020-20-53340	ACH Enabled: No
Vendor:0426 32823 32832 32833	SC Paving 1 ton Asphalt "C" mix/street patching-St Sewer sink hole/road repair-Elm (2) Misc AC patch @ 3rd & Delmonte-Wtr line Check Total:	78.37 623.00 125.00 826.37	08/15/2011 08/15/2011 08/15/2011	Check Sequence: 55 020-20-54065 020-20-54065 021-06-53020	ACH Enabled: No
Vendor:3094 7.31.11 Stmt	Sheldon Oil Company Police fuel for July 2011 Check Total:	1,844.01 1,844.01	08/15/2011	Check Sequence: 56 010-07-53140	ACH Enabled: No
Vendor:4214 6951	The Radar Shop 8 radars & 1 lidar recertified-PD Check Total:	561.00 561.00	08/15/2011	Check Sequence: 57 010-07-53210	ACH Enabled: No
Vendor:4819 8.7.11	Tillamook Animal Shelter, Inc. Animal Shelter services 3/11 thru 6/11 Check Total:	343.04 343.04	08/15/2011	Check Sequence: 58 010-07-53710	ACH Enabled: No
Vendor:0499 64867	Tillamook Co. Clerk Copies-City Planner 6/22/11 Check Total:	11.50 11.50	08/15/2011	Check Sequence: 59 010-05-53270	ACH Enabled: No
Vendor:0862 34235/1 35549/1 35823/1	Tillamook Co. Creamery Assoc Gloves-St Dpt 6 bx nitrile pdr free gloves-Swr Dpt 15 straw bales/environmental dam-Holden Check Total:	4.25 47.94 29.75 81.94	08/15/2011 08/15/2011 08/15/2011	Check Sequence: 60 020-20-53230 022-22-53230 020-20-53230	ACH Enabled: No
Vendor:0528 #11-12	Tillamook Co. Eco Development 2011-2012 membership dues	2,500.00	08/15/2011	Check Sequence: 61 070-70-53540	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:					
		2,500.00			
Vendor:0498	Tillamook Co. Solid Waste			Check Sequence: 62	ACH Enabled: No
200119-767	Trash disposal - St Dpt	15.00	08/15/2011	020-20-53350	
200683-767	Trash disposal - St Dpt	15.00	08/15/2011	020-20-53350	
200693-767	Trash disposal - WWTP	15.00	08/15/2011	022-22-53230	
201402-767	Trash disposal - St Dpt	15.00	08/15/2011	020-20-53350	
202035-767	Trash disposal City Hall basement	20.18	08/15/2011	010-07-53200	
202526-765	Trash disposal - Police	15.00	08/15/2011	010-07-53200	
202722-767	Trash disposal - St Dpt	15.00	08/15/2011	020-20-53350	
Check Total:		110.18			
Vendor:0525	Tillamook Co. Treasurer			Check Sequence: 63	ACH Enabled: No
July '11	Portion County Phone Bill	20.29	08/15/2011	010-04-53420	
July '11	Portion County Phone Bill	8.25	08/15/2011	022-22-53420	
July '11	Portion County Phone Bill	109.97	08/15/2011	010-03-53420	
July '11	Portion County Phone Bill	20.29	08/15/2011	010-05-53420	
July '11	Portion County Phone Bill	69.82	08/15/2011	010-07-53420	
July '11	Portion County Phone Bill	8.25	08/15/2011	020-20-53420	
July '11	Portion County Phone Bill	18.99	08/15/2011	021-01-53420	
Check Total:		255.86			
Vendor:0525	Tillamook Co. Treasurer			Check Sequence: 64	ACH Enabled: No
July 2011	LEMMA Assessment, July 2011	773.00	08/15/2011	010-00-41090	
Check Total:		773.00			
Vendor:0502	Tillamook Farmer's Co-op			Check Sequence: 65	ACH Enabled: No
104104	2 rat traps-St Dpt	3.76	08/15/2011	020-20-53230	
104138	20 ft chain, (2) 1/4" zinc cold shut-St	24.10	08/15/2011	020-20-53350	
104350	Hvy duty drain opener-Parks	3.59	08/15/2011	020-20-53350	
104665	Pipe&fittings/leaking swr line-Carnahan	62.17	08/15/2011	020-20-53250	
104820	(5) 6ft hvy wt posts-WWTP	31.45	08/15/2011	022-22-53230	
104877	Posts & measuring tape-Holden Ck	62.81	08/15/2011	020-20-53230	
Check Total:		187.88			
Vendor:0505	Tillamook Motor Company			Check Sequence: 66	ACH Enabled: No
133388	Wheel assembly - PD	91.52	08/15/2011	010-07-53250	
79403	E227835 lube,oil,fltr serv-PD	42.95	08/15/2011	010-07-53250	
79481	Replace RF door mirror-St Dpt F250	198.54	08/15/2011	020-20-53210	
79491	E227839-Shiftor tube&bushings-PD	163.78	08/15/2011	010-07-53250	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2051 12669	Check Total:	496.79			
	Timothy M. Dolan Professional Services Month of July 2011	780.00	08/15/2011	Check Sequence: 67 010-04-53060	ACH Enabled: No
	Check Total:	780.00			
Vendor:1061 41165	TJ's Lock & Key 2 janitor keys for Tim's office	7.00	08/15/2011	Check Sequence: 68 010-10-53230	ACH Enabled: No
	Check Total:	7.00			
Vendor:0670 B038633 B038667 B038677 B038776 B038784 B038790 B038821 B038837 B038863 B038909 B038919 B038920 B038924 B038934 B038945 B038949 B038984	Tommie's Cleaners	12.25	08/15/2011	Check Sequence: 69 010-07-53410	ACH Enabled: No
	Dry cleaning, 3 pcs, Coleman	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Olson	4.75	08/15/2011	010-07-53410	
	Dry cleaning, 1 pc, Olson	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Olson	19.00	08/15/2011	010-07-53410	
	Dry cleaning, 4 pcs, McFarland	23.75	08/15/2011	010-07-53410	
	Dry cleaning, 5 pcs, Bomar	5.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Coleman	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Olson	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Wright	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Olson	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Bower	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Olson	9.50	08/15/2011	010-07-53410	
	Dry cleaning, 1 pc, Bower	4.75	08/15/2011	010-07-53410	
	Dry cleaning, 3 pcs, Bomar	14.25	08/15/2011	010-07-53410	
	Dry cleaning, 4 pcs, Coleman	11.00	08/15/2011	010-07-53410	
	Dry cleaning, 6 pcs, Wagner	25.65	08/15/2011	010-07-53410	
	Dry cleaning, 2 pcs, Olson	9.50	08/15/2011	010-07-53410	
	Check Total:	196.90			
Vendor:0485 944704	Traffic Safety Supply Co., Inc Sign posts & hardware-St Dpt	8,060.00	08/15/2011	Check Sequence: 70 020-20-53340	ACH Enabled: No
	Check Total:	8,060.00			
Vendor:1066 August 2011	U.S. Postal Service Postage for August 2011 water bills	370.00	08/15/2011	Check Sequence: 71 021-01-53300	ACH Enabled: No
	Check Total:	370.00			
Vendor:5068 19949	United Laboratories Restroom cleaners etc-Parks	292.54	08/15/2011	Check Sequence: 72 020-20-53250	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
19949	Restroom cleaners etc-Parks Check Total:	292.53 585.07	08/15/2011	020-20-53350	
Vendor:0541	United Pipe & Supply			Check Sequence: 73	ACH Enabled: No
8646217	Meter software upgrade-Wtr Div	300.00	08/15/2011	021-06-55065	
8690729	Sensus command link module-Wtr Div	750.00	08/15/2011	021-06-55065	
8715728	Meter lid - Wtr Div	28.86	08/15/2011	021-06-53250	
8716377	9 meter stops-Wtr Div	312.04	08/15/2011	021-06-53250	
8716379	10 single port MXUs, meter stop-Wtr Div	1,315.17	08/15/2011	021-06-55065	
8718534	20 meter setters,10 meter stops-Wtr Div	278.11	08/15/2011	021-06-53250	
8718542	(6) 2" meter couplers-Wtr Div	272.75	08/15/2011	021-06-53250	
8718543	2" meter stop & coupler-Wtr Div	247.05	08/15/2011	021-06-53250	
8719123	(340) 12" pipe poly wrap-Wtr Div	309.40	08/15/2011	021-06-53020	
8721189	Rom repair clamp-Wtr Div	297.67	08/15/2011	021-06-53020	
8725932	(5) VV72-7W-44-33Q Ford Mtr Str-Wtr Div	316.23	08/15/2011	021-06-55065	
8726939	10 meter stops-Wtr Div	321.95	08/15/2011	021-06-55065	
8729265	(5) 50# pails Jet Set Comp Repair-WWTP	173.48	08/15/2011	022-22-53230	
8729519	(7) 50# pails Jet Set Comp Repair-WWTP	242.87	08/15/2011	022-22-53230	
	Check Total:	5,165.58			
Vendor:4244	United Rentals Northwest, Inc.			Check Sequence: 74	ACH Enabled: No
94475935-001	Shoring for confined space-Wtr Div	1,602.00	08/15/2011	021-06-53020	
	Check Total:	1,602.00			
Vendor:4274	USA Mobility Wireless, Inc.			Check Sequence: 75	ACH Enabled: No
U0302441H	Pager service 8/1/11 to 1/31/12	39.62	08/15/2011	010-07-53420	
	Check Total:	39.62			
Vendor:0713	Verizon Wireless, Bellevue			Check Sequence: 76	ACH Enabled: No
0998545182	964246907-00001 Sewer Cell Phones	115.28	08/15/2011	022-22-53420	
0998545183	964246907-00003 Water Cell Phones	268.68	08/15/2011	021-01-53420	
0998545184	964246907-00004 Street Cell Phones	90.32	08/15/2011	020-20-53420	
	Check Total:	474.28			
Vendor:4890	Watson - Marlow Inc.			Check Sequence: 77	ACH Enabled: No
0208456	(4)Interface tubing w/shut-off connector	836.81	08/15/2011	022-22-53210	
	Check Total:	836.81			
Vendor:4398	West Coast Linen			Check Sequence: 78	ACH Enabled: No
94842	Shop towel service 7/11/11	17.33	08/15/2011	020-20-53230	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
96151	Shop towel service 7/25/11 Check Total:	17.33 34.66	08/15/2011	020-20-53230	
Vendor:4895 11-0450 11-0450 11-0450	WorkForce Consolidation Team Kephart, for period 7/25 to 7/31/11 Kettner, for 7/2 & 15/11 Pengelly, for period 7/25 to 7/31/11 Check Total:	580.00 255.54 814.80 1,650.34	08/15/2011 08/15/2011 08/15/2011	Check Sequence: 79 020-20-53440 010-07-53060 022-22-53365	ACH Enabled: No
Vendor:4072 19004	Zwald Transport, Inc Biosolids hauling to POTB 7/20/11 Check Total:	577.50 577.50	08/15/2011	Check Sequence: 80 022-22-53460	ACH Enabled: No
	Total for Check Run: Total Number of Checks:	184,880.68 80			